



भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित
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सं. 22] नई दिल्ली, जून 2—जून 8, 2024, शनिवार/ज्येष्ठ 12—ज्येष्ठ 18, 1946
No. 22] NEW DELHI, JUNE 2—JUNE 8, 2024, SATURDAY/JYAISHTHA 12—JYAISHTHA 18, 1946

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 3 जून, 2024

का.आ. 1008.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, सरकार भारत के दूतावास, तेहरान में श्री अंजुल व्यास, सहायक अनुभाग अधिकारी को जून 03, 2024 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा.सं. टी. 4330/1/2024(18)]

एस.आर.एच. फहमी, निदेशक (सीपीवी-I)

MINISTRY OF EXTERNAL AFFAIRS
(CPV Division)

New Delhi, the 3rd June, 2024

S.O. 1008.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Anjul Vyas, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Tehran to perform the consular services as Assistant Consular Officer with effect from June 03, 2024.

[F. No. T. 4330/01/2024(18)]

S.R.H. FAHMI, Director (CPV-I)

कृषि एवं किसान कल्याण मंत्रालय
(कृषि एवं किसान कल्याण विभाग)
नई दिल्ली, 1 फरवरी, 2024

का.आ. 1009.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में एतद्वारा कृषि एवं किसान कल्याण विभाग, कृषि एवं किसान कल्याण मंत्रालय के संबद्ध कार्यालय विपणन एवं निरीक्षण निदेशालय (डीएमआई) के अधीन क्षेत्रीय कार्यालय, लखनऊ जिसके 80% कर्मिकों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. 3-3/2011-हिन्दी नीति]

शुभा ठाकुर, अपर सचिव

MINISTRY OF AGRICULTURE AND FARMER'S WELFARE
(Department of Agriculture and Farmer's Welfare)

New Delhi, the 1st February, 2024

S.O. 1009.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rule, 1976, the Central Government hereby notifies Regional office, Lucknow under the Directorate of Marketing and Inspection (DMI) an attached office of the Department of Agriculture and Farmer's Welfare, Ministry of Agriculture and farmer's Welfare, 80% Staff whereof have acquired the working knowledge of Hindi:-

[F. No. 3-3/2011-Hindi Neeti]

SHUBHA THAKUR, Addl. Secy.

संस्कृति मंत्रालय
नई दिल्ली, 30 मई, 2024

का.आ. 1010.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में संस्कृति मंत्रालय के अंतर्गत आने वाले कार्यालय, राष्ट्रीय पुस्तकालय, बेलवेडियर, कोलकाता जिनमें 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

यह अधिसूचना राजपत्र में प्रकाशन की तारीख से प्रवृत्त होगी।

[फा. सं. ई. 13016/1/2024-हिंदी]

गुरमीत सिंह चावला, संयुक्त सचिव

MINISTRY OF CULTURE

New Delhi, the 30th May, 2024

S.O. 1010.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the office The National Library, Belvedere, Kolkata under Ministry of Culture wherein more than 80% officers/staff have acquired working knowledge of Hindi.

This notification shall come into force from the date of publication in the Official Gazette.

[F. No. E.13016/1/2024-Hindi]

GURMEET SINGH CHAWLA, Jt. Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 27 मई, 2024

का.आ. 1011.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंधित नियोजन और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 84/2019 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2024 को प्राप्त हुआ था।**

[सं. एल-23012/59/2019-आई. आर. (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th May, 2024

S.O. 1011.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 84/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/59/2019– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer.**

ID No. 84/2019

Registered on:-04.09.2019

Smt. Sandhya Wd/o Late Rattan Chand, Village & PO Banoo, Tehsil Baldwara, Distt. Mandi(HP)-175033.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD**Passed on:-04.12.2023**

Central Government vide Notification No.L-23012/59/2019-IR(CM-II) Dated 07.08.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Smt. Sandhya & Others(legal heirs/legal representatives of late Rattan Chand) for declaring his retrenchment/ termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1012.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 74/2019)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **27/05/2024** को प्राप्त हुआ था।

[सं. एल-23012/81/2019-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1012.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 74/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/81/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 74/2019

Registered on:-20.08.2019

Smt. Bimla Devi & Others W/o Late Shri Bakshi Ram C/o Shri Munish Kumar S/o Shri Dharam Dass R/o Vill-Bajoura, PO-Bhukkar, Tehsil-Bhoranj, Distt-Hamirpur(HP)-176045.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD

Passed on:-04.12.2023

Central Government vide Notification No.L-23012/81/2019-IR(CM-II) Dated 29/30.07.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB is not accepting the demands of Smt. Bimla Devi & Others, LH/LR of late Shri Bakshi Ram for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman.

The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1013.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 90/2018)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **27/05/2024** को प्राप्त हुआ था।

[सं. एल-23012/109/2018-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 90/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/109/2018- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No. 90/2018

Registered On: 03/12/2018

Sh.Nikru Ram Alias Nikka Ram S/o Sh.Jalam, Village Burna Po Thachi Tehsil Balichowki Distt. Mandi (HP)-175001

.....Workman

Versus

The Chairman, Bhakhra Beas Management Board Madhya Marg, Sector 19-B Chandigarh-160019

The Chief Manager, Bhakhra Beas Management Board BSL Project, SunderNager

.....Managements

AWARD

Passed On: 02.04.2024

Central Government vide Notification No. L-23012/109/2018-IR(CM-II) dated 15.11.2018, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Sh.Nikru Ram Alias Nikka Ram S/o Sh.Jalam for deeming/considering him in continuous service upto age of superannuation and resultantly entitled for consequential benefits is legal, just and valid ? If not, to what relief the workman concerned is entitle dot and from which date ?”

1. During the pendency of the proceedings before this Tribunal the case was fixed for filing claim statement by workman but none is responding on behalf of workman since long i.e. from 20.03.2019. It is submitted by the Ld.

Counsel for the management that workman is not turning up since long and prayed for dismissal of the present claim petition.

2. Perused the file and it is found that the submissions made by the Ld. Counsel for management is true. Several opportunities have already been given to the workman for filing claim statement by workman but of no use. Which denotes that the workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.

3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1014.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़** के पंचाट (संदर्भ संख्या 89/2019 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2024 को प्राप्त हुआ था।

[सं. एल-23012/53/2019-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1014.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 89/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/53/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 89/2019

Registered on:-04.09.2019

Smt. Maya Devi & Others, Vill. & PO Gander, Tehsil Palampur, Distt. Kangra-176061.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.

2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD

Passed on:-04.12.2023

Central Government vide Notification No.L-23012/53/2019-IR(CM-II) Dated 08.06.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Smt. Maya Devi & Others(legal heirs/legal representatives of late Bishan Dass) for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity

afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1015.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 82/2019 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2024 को प्राप्त हुआ था।

[सं. एल-23012/55/2019-आई. आर. (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1015.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 82/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/55/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 82/2019

Registered on:-04.09.2019

Smt. Chinta Devi & Others Wd/o Late Daulat Ram, Village Surhar, PO Suin SURhar, Tehsil Sadar, Distt. Bilaspur, Himachal Pradesh-174033.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD

Passed on:-04.12.2023

Central Government vide Notification No.L-23012/55/2019-IR(CM-II) Dated 08.06.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Smt. Chinta Devi & Others (legal heirs/legal representatives of late Daulat Ram) for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity

afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1016.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 71/2019 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2024 को प्राप्त हुआ था।**

[सं. एल-23012/88/2019-आई. आर. (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1016.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 71/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/88/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 71/2019

Registered on:-20.08.2019

Smt. Durgi & Others W/o late Shri Todar alias Todar Mal C/o Shri Munish Kumar S/o Shri Dharam Dass R/o Vill-Bajoura, PO-Bhukkar, Tehsil-Bhoranj, Distt-Hamirpur(HP)-176045.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.

2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD

Passed on:-04.12.2023

Central Government vide Notification No.L-23012/88/2019-IR(CM-II) Dated 29/30.07.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB is not accepting the demands of Smt. Durgi & Others, LH/LR of late Shri Todar alias Todar Mal for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity

afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 87/2019 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2024 को प्राप्त हुआ था।

[सं. एल-23012/50/2019-आई. आर. (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1017.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 87/2019) of the Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh as shown in the Annexure, in the industrial dispute between the Management of BBMB and their workmen, received by the Central Government on 27/05/2024.

[No. L-23012/50/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 87/2019

Registered on:-04.09.2019

Smt. Parkasho Devi & Others Wd/o Late Jaisi Ram Village & PO Harot, Tehsil Hamirpur, Distt. Kangra-176001.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.

2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD

Passed on:-04.12.2023

Central Government vide Notification No.L-23012/50/2019-IR(CM-II) Dated 06.08.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Smt. Parkasho Devi & Others(legal heirs/legal representatives of late Jaisi Ram) for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1018.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़** के पंचाट (संदर्भ संख्या **91/2019** को प्रकाशित करती है, जो केन्द्रीय सरकार को **27/05/2024** को प्राप्त हुआ था।

[सं. एल-23012/52/2019-आई. आर. (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1018.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 91/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/52/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 91/2019

Registered on:-04.09.2019

Smt. Phoola & Others Wd/o Late Masadi Ram, Village Behna, PO Nalag, Tehsil SUndernagar, Distt-Mandi (HP)-175001.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD

Passed on:-04.12.2023

Central Government vide Notification No.L-23012/52/2019-IR(CM-II) Dated 06.08.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Smt. Phoola & Others(legal heirs/legal representatives of late Masadi Ram) for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim

Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1019.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़** के पंचाट (संदर्भ संख्या 73/2019 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2024 को प्राप्त हुआ था।

[सं. एल-23012/90/2019-आई. आर. (सी.एम.-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 73/2019) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/90/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No.73/2019

Registered on:-20.08.2019

Sh. Roop Lal & Others S/o Late Sh. Ranjeet Singh, C/o Shri Munish Kumar, S/o Sh. Dharam Dass, R/o Vill-Bajoura, PO-Bhukkar, Tehsil-Bhoranj, Distt.-Hamirpur(HP)-176045.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD

Passed on:-27.03.2024

Central Government vide Notification No.L-23012/90/2019-IR(CM-II) Dated 29/30.07.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demands of Sh. Roop Lal & Others, LH/LR of late Shri Ranjeet Singh for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but no claim statement has been filed by the workman till date, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has not filed any statement of claim despite several opportunities to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़** के पंचाट (संदर्भ संख्या 78/2019 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2024 को प्राप्त हुआ था।

[सं. एल-23012/34/2019-आई. आर. (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 78/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/34/2019— IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 78/2019

Registered on:-20.08.2019

Smt. Janki Wd/o Late Karnee, Village Jagor, PO Saroa, Vill. Pando, Tehsil Chachyot, Distt. Mandi(HP)-175001.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD

Passed on:-04.12.2023

Central Government vide Notification No.L-23012/34/2019-IR(CM-II) Dated 05.08.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demands of Smt. Janki & Others, LH/LR of late Shri Karmee for declaring his retrenchment/termination as illegal and considering him in continuous service upto the age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.
2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1021.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय नंबर 1, चंडीगढ़** के पंचाट (संदर्भ संख्या 85/2019 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2024 को प्राप्त हुआ था।

[सं. एल-23012/60/2019-आई. आर. (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1021.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/2019) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/60/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer.**

ID No. 85/2019

Registered on:-04.09.2019

Smt. Pandei & Others, Vill. Masiani, PO Dhalwan, The. Baldwara, Distt. Mandi(HP)-175033.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD**Passed on:-04.12.2023**

Central Government vide Notification No.L-23012/60/2019-IR(CM-II) Dated 07.08.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Smt. Pandei & Others(legal heirs/legal representatives of late Hari Singh) for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

1. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference.
2. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1022.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 93/2019 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2024 को प्राप्त हुआ था।

[सं. एल-23012/58/2019-आई. आर. (सी.एम.-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1022.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2019) of the Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh as shown in the Annexure, in the industrial dispute between the Management of BBMB and their workmen, received by the Central Government on 27/05/2024.

[No. L-23012/58/2019— IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 93/2019

Registered on:-04.09.2019

Smt. Soma Devi Wd/o Late Prabha Dayal, Village Masiani, PO Dhalwan, Tehsil Baldwara, Distt-Mandi (HP)-175033.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD

Passed on:-04.12.2023

Central Government vide Notification No.L-23012/58/2019-IR(CM-II) Dated 07.08.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Smt. Soma Devi & Others(legal heirs/legal representatives of late Prabha Dayal) for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

1. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference.
2. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1023.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण— सह – श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 72/2019)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **27/05/2024** को प्राप्त हुआ था।

[सं. एल-23012/89/2019-आई. आर. (सी.एम.-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1023—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 72/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/89/2019– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.****Present: Sh. Kamal Kant, Presiding Officer.**

ID No. 72/2019

Registered on:-20.08.2019

Smt. Shanti Devi & Others W/o late Shri Kayth C/o Shri Munish Kumar S/o Shri Dharam Dass R/o Vill-Bajoura, PO-Bhukkar, Tehsil-Bhorang, Distt-Hamirpur(HP)-176045.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD**Passed on:-04.12.2023**

Central Government vide Notification No.L-23012/89/2019-IR(CM-II) Dated 29/30.07.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB is not accepting the demands of Smt. Santi Devi & Others, LH/LR of late Shri Kayth for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?”

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1024.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 109/2019)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **27/05/2024** को प्राप्त हुआ था।

[सं. एल-23012/28/2018-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1024.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 109/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/28/2018- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 109/2019

Registered on:-07.01.2019

Sh. Dhani Ram S/o Sh. Gosaun Ram, R/o Village-Sauin, Post Office-Maloh, Tehsil-Sundernagar, Mandi (HP).

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar.

.....Respondents/Managements

AWARD

Passed on:-04.12.2023

Central Government vide Notification No.L-23012/28/2018-IR(CM-II) Dated 20.12.2018, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demands of Sh. Dhani Ram S/o Sh. Gosaun Ram for considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.
2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मई, 2024

का.आ. 1025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 75/2019)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **27/05/2024** को प्राप्त हुआ था।

[सं. एल-23012/86/2019-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 27th May, 2024

S.O. 1025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 75/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **27/05/2024**.

[No. L-23012/86/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer.**

ID No. 75/2019

Registered on:-20.08.2019

Smt. Bimla Devi & Others W/o Late Shri Amar Singh C/o Shri Munish Kumar S/o Shri Dharam Dass
R/o Vill-Bajoura, PO-Bhukkar, Tehsil-Bhoranj, Distt. Hamirpur(HP)-176045.

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Respondents/Managements

AWARD**Passed on:-04.12.2023**

Central Government vide Notification No.L-23012/86/2019-IR(CM-II) Dated 29/30.07.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB is not accepting the demands of Smt. Bimla Devi & Others, LH/LR of late Shri Amar Singh for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?”

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondents/managements. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has neither put his appearance nor he has filed any statement of claim to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 29 मई, 2024

का.आ. 1026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक के प्रबंधक, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (46/2021) प्रकाशित करती है।

[सं. एल-12025/01/2024-आई. आर. (बी-1)-157]

सलोनी, उप निदेशक

New Delhi, the 29th May, 2024

S.O. 1026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.46/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur* as shown in the Annexure, in the industrial dispute between the management of Baroda Rajasthan Kishtriya Gramin Bank and their workmen.

[No. L-12025/01/2024— IR (B-I)-157]

SALONI, Dy. Director

अनुलग्नक

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

पीठासीन अधिकारी

राधा मोहन चतुर्वेदी

सी.जी.आई.टी. प्रकरण सं.— 46/2021

श्री त्रिलोक पुत्र श्री मनोहर लाल सैनी, निवासी— वार्ड नम्बर 14, नवोडी कोठी ढाणी, ग्राम पोस्ट— झाझड, तहसील— नवलगढ, जिला— झुन्झुनू (राजस्थान) 333304।

.....प्रार्थी

बनाम

1. महाप्रबंधक, बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, (हेड ऑफिस) पता, प्लॉट नं. 2343, द्वितीय तल, आनासागर सर्कुलर रोड, वैशाली नगर, अजमेर।
2. क्षेत्रीय प्रबंधक, बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, (क्षेत्रीय कार्यालय) पीरू सिंह सर्कल के पास, झुन्झुनू (333301)
3. शाखा प्रबंधक, बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, शाखा— झाझड, झुन्झुनू

.....अप्रार्थीगण/विपक्षी

उपस्थित:—

: श्री सराज योगी, अभिभाषक प्रार्थी।

: श्री उदय शर्मा, अभिभाषक विपक्षीगण।

: अधिनिर्णय :

दिनांक : 21.12.2023

1. प्रार्थी त्रिलोक की ओर से दिनांक 10.08.2021 को दावे का अभिकथन औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 2। के अन्तर्गत इस अधिकरण के समक्ष प्रस्तुत किया गया। प्रार्थी के संक्षिप्त अभिवचन इस प्रकार हैं:—
2. प्रार्थी को चतुर्थ श्रेणी मेसेंजर के पद पर दिनांक 13.08.2014 को विपक्षीगण के अधीन नियुक्त किया गया, किंतु विपक्षीगण ने दिनांक 04.05.2020 को प्रार्थी को मौखिक रूप से कार्य पर आने से मना कर दिया। विपक्षीगण ने प्रार्थी की सेवा समाप्त करते समय अधिनियम की धारा 25 (F) के अंतर्गत न तो एक माह का नोटिस दिया न ही नोटिस वेतन और छटनी प्रतिकर दिया। विपक्षीगण ने सेवामुक्ति से पूर्व कोई वरिष्ठता सूची भी नहीं बनाई, जबकि प्रार्थी से कनिष्ठतर श्रमिक विपक्षीगण के अधीन कार्य कर रहे थे। सेवा समाप्ति के बाद भी कई नियुक्तियों विपक्षी ने की किंतु प्रार्थी को कोई वरीयता नहीं दी गई। प्रार्थी से विपक्षीगण द्वारा साफ सफाई, पानी की व्यवस्था, अशिक्षित ग्राहकों की सहायता कार्य एवं बिल, चालान आदि जमा करवाने का कार्य लिया जाता था। प्रार्थी ने विपक्षीगण के अधीन प्रत्येक वर्ष में 240 दिन से अधिक की सेवा पूर्ण की है प्रार्थी सेवा समाप्ति की तिथि से ही बेरोजगार है। अतः प्रार्थी की सेवा समाप्ति को अवैध घोषित करते हुये प्रार्थी को सेवा में निरंतरता विगत वेतन सहित प्रदान करते हुये सेवा में बहाल किया जावे।
3. विपक्षीगण ने दिनांक 24.11.2021 को अंग्रेजी भाषा में वादोत्तर प्रस्तुत किया जिसके संक्षिप्त अनुदित कथन इस प्रकार है:—

4. विपक्षीगण का यह कथन है कि उन्होंने प्रार्थी को बैंक की भर्ती प्रक्रिया के अनुरूप कभी नियुक्त नहीं किया। प्रार्थी व उनके मध्य श्रमिक और नियोक्ता के संबंध नहीं है। कभी कभी आवश्यक कार्य संपादित करवाने के लिये कुछ व्यक्तियों से पानी भरवाने, सफाई आदि का कार्य लिया जाता था, ऐसे व्यक्तियों से कार्य बैंक के सम्पूर्ण कार्य—समय तक नहीं लिया जाता था और वे अन्यत्र कार्य करने को स्वतंत्र थे। विपक्षी बैंक अधिनियम के अन्तर्गत गठित निकाय है जिसकी, नियुक्ति हेतु विहित चयन प्रक्रिया है। प्रार्थी ने विपक्षीगण के अधीन किसी भी वर्ष में 240 दिन से अधिक कार्य नहीं किया। विपक्षीगण ने अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं किया। अतः प्रार्थी का वाद अस्वीकार किया जावे, क्योंकि वे किसी अनुतोष का अधिकारी नहीं हैं।
5. प्रार्थी ने अपने साक्ष्य में स्वयं प्रार्थी त्रिलोक को AW-1 के रूप में परीक्षित किया तथा प्रलेखीय साक्ष्य में प्रदर्श W-1 से प्रदर्श W-193 तक प्रलेखों को प्रदर्शित किया।
6. विपक्षीगण की ओर से उनकी साक्ष्य में प्रदर्श MW-1 श्री रामगोपाल झाझडिया, शाखा प्रबंधक को परीक्षित किया गया तथा प्रलेखीय साक्ष्य में प्रदर्श MW-1 से प्रदर्श MW-7 तक प्रलेख प्रदर्शित किये गये।
7. दिनांक 16.11.2023 को प्रार्थी की ओर से लिखित तर्क प्रस्तुत किये गये। जिसकी प्रति विपक्षीगण को दी गई किंतु विपक्षीगण ने कोई लिखित तर्क प्रस्तुत न करते हुये दिनांक 04.12.2023 मौखिक तर्क प्रस्तुत किये।
8. प्रार्थी की ओर से अपने तर्कों के समर्थन में निम्नलिखित न्यायाधिक दृष्टांत प्रस्तुत किये गये:—
1. 2006 (3) WLC (राज.) 475 जयपुर डवलेपमेंट ऑथरिटी व अन्य बनाम महेश कुमार व अन्य।
 2. 2007 –II - स्त्र (सुप्रीम कोर्ट) 151 श्रीराम इण्डस्ट्रीयल इंटर प्राइजेज लि. बनाम महक सिंह व अन्य।
 3. WP No.- 692/1994 निर्णय तिथि 21.07.1994 (मध्य प्रदेश उच्च न्यायालय) गर्वमेंट नेहरू डिग्री कालेज, सबलगढ बनाम अषोक कुमार वर्मा।
 9. विपक्षीगण की ओर से अपने तर्कों के समर्थन में निम्नलिखित न्यायाधिक दृष्टांत प्रस्तुत किये गये:—
 1. AIR 2002 SC 1147 रेंज फोरेस्ट ऑफीसर व अन्य बनाम एस. टी. हादीमनी।
 2. 2015 (144) FLR 452 (इलाहाबाद) यू.पी.पी.सी.एल. लखनऊ बनाम पी.ओ., लेबर कोर्ट, कानपुर।
 3. 2000& I LLJ 1187 यूकों बैंक बनाम पीठासीन अधिकारी व अन्य।
 4. (2007) I SCC 408 इण्डियन ड्रग्स एन्ड फार्मा. लि. बनाम वर्कमें इण्डियन ड्रग्स एन्ड फार्मा. लि.।
 5. (2007) I SCC 533 गंगाधर पिल्लई बनाम सिमेंस लि.।
 6. 2001 LLR 747 (राजस्थान) रामगोपाल सैनी बनाम द जज, लेबर कोर्ट नं. 2 व अन्य।
 7. MANU@MH@0856@2007 के. एल. कुमार बनाम वी.पी. पाटिल व अन्य।
 8. MANU@SC@1422@2017 पी. करुपईया (मृतक) के विधिक प्रतिनिधि बनाम जनरल मेनेजर, तिरुवल्लूवर ट्रान्सपोर्ट कोर्पोरेशन लि.।
 9. 2016 LLR 1244 (मध्य प्रदेश) इंजीनियर इन चीफ वाटर रिसोर्सिज डिपार्टमेंट, भोपाल बनाम मनहरण।
 10. 2007 LLR 1164 (गुजरात) गोपाल नंदकिशोर शर्मा बनाम मेनेजर, नानावाटी एसोशियट्स।
 11. ¼2012½ I SCC 558 बी.एस.एन.एल. बनाम मानसिंह।
 12. ¼2010½ 6 SCC 773 सीनियर सुप्रीटेन्डेन्ट टेलीग्राफ (ट्रैफिक), भोपाल बनाम सन्तोष कुमार सील व अन्य।
 13. 2016 LLR 261 (राजस्थान) एक्स. इंजीनियर पी. डब्ल्यू. डी. बनाम हरचन्दी व अन्य।
10. मेनें उभयपक्षों के तर्कों, उपलब्ध साक्ष्य एवं न्यायाधिक दृष्टांतों में प्रति पादित विधि पर ध्यान पूर्वक मनन किया। इस विवाद में निम्नकिंत विचारणीय बिन्दु न्याय निर्णय हेतु उत्पन्न हुये हैं, जिन पर क्रमिक विनिर्णय निम्नानुसार है:—
11. **विचारणीय बिन्दु सं.—1** क्या प्रार्थी ने उसकी सेवा समाप्ति तिथि 04.05.2020 के तुरंत पूर्ववर्ती एक कलेण्डर वर्ष की अवधि में 240 दिन से अधिक सतत कार्य किया है। तथा उसे अधिनियम की धारा 25 (F) के प्रावधानों का संरक्षण प्राप्त है?
.....प्रार्थी
12. **विचारणीय बिन्दु सं.—2** या विपक्षीगण ने प्रार्थी की सेवा समाप्ति के समय वरीयता सूची नहीं बनाई एवं प्रार्थी से कनिष्ठतर श्रमिकों को नियोजित रखा?
.....प्रार्थी
13. **अनुतोष क्या हो?**

14. **विचारणीय बिन्दु सं.—** AW-1 प्रार्थी त्रिलोक ने अपने साक्ष्य के शपथ पत्र में यह कहा है कि उसकी प्रथम नियुक्ति दिनांक 13.08.2014 को चतुर्थ श्रेणी कर्मचारी मेसेंजर के पद पर अप्रार्थीगण के अधिकार व नियन्त्रण में की गई थी। किंतु अचानक दिनांक 04.05.2020 को अप्रार्थीगण ने मौखिक रूप से उसकी सेवायें अवैध रूप से समाप्त कर दी। प्रार्थी ने आगामी कथन में यह भी कहा है कि उसने सेवा के प्रत्येक वर्ष में तथा सेवा पृथक्करण के पूर्ववर्ती 12 माह में 240 दिवस से अधिक की सेवा अवधि पूर्ण कर ली थी। प्रार्थी ने अपने साक्ष्य में प्रदर्श W-2 विपक्षी बैंक का एक पत्र दिनांक 13.08.2014 प्रदर्शित किया है, और कहा है कि यह प्रार्थना पत्र उसने शाखा प्रबंधक को नियुक्ति हेतु दिया था। प्रदर्श W-2 पत्र का अवलोकन यह दर्शाता है कि प्रार्थी को 13.08.2014 से बैंक परिसर में साफ सफाई, पानी व्यवस्था तथा अन्य कार्य हेतु दैनिक वेतन भोगी के रूप में रखा गया था। विपक्षीगण ने भी इस पत्र का कोई खण्डन नहीं किया है, मात्र यह कहा है कि बैंक में नियुक्ति हेतु विहित चयन प्रक्रिया है, और प्रार्थी को कोई नियमित नियुक्ति नहीं दी गई। प्रतिपरीक्षा में विपक्षी साक्षी रामगोपाल झाझडिया ने यह स्वीकार किया है कि 2014 से 2020 की अवधि में जब भी Class 4th का कोई कार्य होता था तो प्रार्थी को बुलाकर करवा लिया जाता था। प्रदर्श W-2 पत्र बैंक ने जारी किया था।

15. इस संबंध में उभय पक्ष द्वारा प्रस्तुत प्रलेखीय साक्ष्य का सूक्ष्म विवेचन करने पर यह प्रकट होता है कि प्रदर्श W-2 से प्रदर्श W-193 तक के प्रलेख विपक्षी बैंक के प्रलेखों की फोटो प्रतियां हैं, जिन्हें विपक्षी साक्षी MW-1 रामगोपाल झाझडिया ने स्वीकार किया है। अपने तर्कों के दौरान विपक्षी के अभिभाषक ने यह स्वीकारोक्ति भी की है, कि चूंकि साक्ष्य के दौरान विपक्षीगण ने जाँच कर्ता अधिकारी को परीक्षित नहीं किया है वह प्रदर्श M-5 जाँच रिपोर्ट के निष्कर्षों को प्रमाणित नहीं कर पाये हैं। इस तथ्यात्मक प्रकाश में अब यह परीक्षित किया जाना है कि क्या प्रार्थी ने विपक्षी के अधीन 240 दिवस से अधिक लगातार कार्य किया।

16. प्रार्थी ने इस संबंध में मैसर्स श्रीराम इण्डस्ट्रीयल इंटर प्राईजेज लि. बनाम महक सिंह व अन्य के निर्णय में माननीय उच्चतम न्यायालय द्वारा पारित अधिमत का अवलम्ब लेते हुये यह कहा है कि प्रार्थी द्वारा वर्ष 2014 से सेवा समाप्ति दिनांक 04.05.2020 तक किसी भी कलेण्डर वर्ष में यदि 240 दिन की सेवा पूर्ण कर ली गई हो तो उसकी छंटनी किये जाने के पूर्व धारा 25 (F) अधिनियम के प्रावधानों का अनुपालन आवश्यक हो जाता है। मैंने इस निर्णय में पारित विधि पर विचार किया। माननीय उच्चतम न्यायालय ने उत्तर प्रदेश औद्योगिक विवाद अधिनियम 1947 की धारा 2 (g) तथा धारा 6 (N) के प्रावधानों का विवेचन करते हुये यह प्रतिपादित किया है कि श्रमिक द्वारा सेवा काल के किसी भी कलेण्डर वर्ष में 240 दिन सतत सेवा कर लिये जाने पर यह माना जायेगा कि श्रमिक ने सेवा समाप्ति के पूर्व एक वर्ष की सेवा लगातार की है। जबकि विपक्षीगण का यह तर्क है कि अधिनियम की धारा 25 (B) के अन्तर्गत यह स्पष्ट प्रावधान है कि जब तक श्रमिक सेवा समाप्ति के तुरंत पूर्ववर्ती एक कलेण्डर वर्ष में 240 दिन की सेवा पूर्ण न करले, धारा 25 (F) अधिनियम के प्रावधान आकर्षित नहीं होते हैं। मैंने परस्पर विरोधी तर्कों पर विचार किया। माननीय उच्चतम न्यायालय ने मैसर्स श्रीराम इण्डस्ट्रीयल इंटर प्राईजेज लि. बनाम महक सिंह के निर्णय में जो विधि प्रतिपादित की है वह निश्चित रूप से उत्तर प्रदेश राज्य द्वारा अधिनियमित औद्योगिक विवाद अधिनियम की धारा 2 (g) तथा धारा 6 (N) में वर्णित प्रावधानों पर आधारित है। स्पष्ट है कि उत्तर प्रदेश राज्य द्वारा पारित अधिनियम राजस्थान राज्य पर प्रभावी नहीं है। इस लिये इस अधिकरण द्वारा केन्द्रीय औद्योगिक विवाद अधिनियम 1947 के प्रावधानों का ही अनुसरण किया जाना अपेक्षित है। केन्द्रीय अधिनियम की धारा 25 (B) के अनुसार निरंतर सेवा की जो परिभाषा दी गई है उसके अन्तर्गत सेवा समाप्ति के तुरंत पूर्ववर्ती एक कलेण्डर वर्ष में श्रमिक द्वारा 240 दिन की सेवा पूर्ण किया जाना अध्यपेक्षित है।

17. प्रार्थी ने अपने परीक्षण में यह कहा है कि उसके कार्य संबंधी दस्तावेज प्रदर्श W-9 से प्रदर्श W-193 तक है। प्रार्थी की सेवा समाप्ति की कथित तिथि 04.05.2020 है। इस-लिये विधि के अनुसार 04.05.2020 के तुरंत पूर्ववर्ती एक कलेण्डर वर्ष की अवधि 04.05.2019 तक होती है। इसी अवधि में 240 दिन सतत सेवा किये जाने का तथ्य प्रार्थी को प्रमाणित करना है। प्रार्थी ने अपने साक्ष्य में प्रदर्श W-9 से प्रदर्श W-87 तक जो प्रदर्श प्रदर्शित किये हैं वे प्रलेख सेवा समाप्ति के पूर्ववर्ती एक वर्ष की अवधि से संबंधित नहीं हैं। प्रदर्श W-88 से प्रदर्श W-104 तक वे वाउचर्स हैं जिनके माध्यम से विपक्षीगण ने प्रार्थी को मजदूरी का भुगतान/वेतन दिया। जिसे निम्नांकित तालिका में दर्शाया गया है:

प्रदर्श संख्या	महीना	प्राप्त वेतन	प्रार्थी के प्राप्ति हस्ताक्षर है/नहीं हैं
प्रदर्श W-88	मई, 2019	6000 /—	हस्ताक्षर है
प्रदर्श W-91	जून, 2019	6000 /—	हस्ताक्षर है
प्रदर्श W-92	जुलाई, 2019	6000 /—	हस्ताक्षर है
प्रदर्श W-93	अगस्त, 2019	6000 /—	हस्ताक्षर है
प्रदर्श W-94	सितम्बर, 2019	6000 /—	हस्ताक्षर है
प्रदर्श W-95	अक्टूबर, 2019	6000 /—	हस्ताक्षर है
प्रदर्श W-98	नवम्बर, 2019	6000 /—	हस्ताक्षर है
प्रदर्श W-99 व 102	दिसम्बर, 2019	6000 /—	हस्ताक्षर नहीं है

प्रदर्श W-101 व 104	जनवरी, 2020	6000 /—	हस्ताक्षर नहीं है
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18. इस प्रकार उपर्युक्त तालिका से यह स्पष्ट है कि माह मई, 2019 से माह नवम्बर, 2019 तक (सात माह) तक 6000 रु. प्रति माह वेतन का भुगतान विपक्षीगण द्वारा प्रार्थी को साफ सफाई करने एवं पानी भरने के प्रतिकर स्वरूप दिया गया। अभिभाषक प्रार्थी का यह तर्क है कि प्रदर्श W-99 तथा W-101 वाउचर्स के माध्यम से प्रार्थी को दिसम्बर, 2019 एवं जनवरी, 2020 के वेतन का भुगतान किया गया है यद्यपि प्रदर्श W-99 तथा W-101 पर प्रार्थी के हस्ताक्षर नहीं करवाये गये किंतु इस पर प्राधिकृत व्यक्ति के हस्ताक्षर भुगतान को प्रमाणित करते हैं। मात्र प्रार्थी/श्रमिक के हस्ताक्षर नहीं होने से यह नहीं कहा जा सकता कि प्रार्थी को भुगतान नहीं किया गया। विपक्षीगण भी यह बताने में सफल नहीं हुये हैं कि प्रदर्श W-99 तथा W-101 पर अंकित भुगतान वस्तुतः किसे किया गया। इस लिये मई, 2019 से जनवरी, 2020 तक के भुगतान वाउचर्स के आधार पर 9 माह अर्थात् 270 दिन कार्य किया जाना प्रार्थी ने प्रमाणित किया है।

19. इसके विपरीत अभिभाषक विपक्षी का यह तर्क है कि प्रदर्श W-99 तथा W-101 पर चूँकि प्रार्थी के वेतन प्राप्ति संबंधी हस्ताक्षर नहीं हैं इस लिये यह नहीं माना जा सकता है कि इन वाउचर्स के माध्यम से प्रार्थी को भुगतान किया गया हो। यह सिद्धिभार प्रार्थी पर ही आरोपित है कि वह 240 दिन से अधिक सेवा करने का तथ्य प्रमाणित करें। उन्होंने अपने तर्क के समर्थन में माननीय उच्चतम न्यायालय द्वारा रेंज फोरेस्ट ऑफीसर व अन्य बनाम एस. टी. हादीमनी, माननीय इलाहाबाद उच्च न्यायालय द्वारा यू.पी.पी.सी.एल. लखनऊ बनाम पी.ओ., लेबर कोर्ट तथा माननीय दिल्ली उच्च न्यायालय द्वारा यूकों बैंक बनाम पीठासीन अधिकारी के निर्णयों में पारित विधि का उल्लेख किया है। इन निर्णयों में माननीय उच्चतम न्यायालय द्वारा यह कहा गया है कि 240 दिन सेवा, सेवा-समाप्ति के पूर्व किये जाने के तथ्य को स्वयं की साक्ष्य से प्रमाणित करने का दायित्व स्वयं प्रार्थी श्रमिक पर ही है। इस विधि के प्रकाश में प्रार्थी ने जब एक अवसर पर यह कहा है कि किये गये भुगतान के प्रमाण स्वरूप प्रदर्श W-88 से W-98 तक भुगतान वाउचर्स प्रस्तुत किये गये हैं जिन पर वेतन भुगतान प्राप्त करने के प्रार्थी के हस्ताक्षर विद्यमान हैं, तो यह नहीं माना जा सकता कि समान भुगतान के प्रमाण संबंधी वाउचर्स प्रदर्श W-99 तथा W-101 पर प्रार्थी के भुगतान प्राप्ति के हस्ताक्षर विद्यमान न होने पर भी यह उपधारणा कर ली जावे कि प्रार्थी को दिसम्बर, 2019 एवं जनवरी, 2020 माह का वेतन भुगतान इन वाउचर्स के माध्यम से किया गया। विपक्षीगण से यह अपेक्षा किया जाना उचित नहीं है कि वे यह बताये कि इन वाउचर्स के माध्यम से किन व्यक्तियों को भुगतान किया गया। क्योंकि अपने अभिवचनों को प्रमाणित करने का सिद्धिभार स्वयं प्रार्थी पर ही है।

20. विपक्षीगण ने अपने साक्ष्य में प्रदर्श M-7/1 से लगातार M-7/6 तक वाउचर्स की प्रतियाँ प्रस्तुत की है जिनसे यह तथ्य भी प्रमाणित हुआ है कि प्रार्थी को दिसम्बर, 2018 से अप्रैल, 2019 तक प्रतिमाह 6000 /— वेतन दिया गया। किंतु यह अवधि सेवा समाप्ति के पूर्ववर्ती एक कलेण्डर वर्ष के अन्तर्गत न आने से सुसंगत नहीं है।

21. साक्ष्य एवं तर्कों के विवेचन से यह प्रमाणित होता है कि प्रार्थी ने उसकी सेवा समाप्ति तिथि 04.05.2020 से पूर्ववर्ती 7 माह की अवधि तक अर्थात् 210 दिन विपक्षीगण के अधीन सतत कार्य किया किंतु यह अवधि 240 दिन से कम है और यह उपधारित नहीं किया जा सकता कि प्रार्थी ने सेवा समाप्ति के तुरंत पूर्ववर्ती एक कलेण्डर वर्ष में 240 दिन कार्य किया हो। प्रार्थी दिसम्बर, 2019 से 4 मई, 2020 तक वेतन भुगतान का अथवा सतत कार्य करने का कोई प्रमाण प्रस्तुत करने में विफल रहा है। इस निष्कर्ष के उपरांत चूँकि प्रार्थी 240 दिन से अधिक कार्य विगत एक कलेण्डर वर्ष की अवधि में करना प्रमाणित नहीं कर सका है। अधिनियम की धारा 25 (F) के प्रावधान के अनुसार सेवा समाप्ति के पूर्व विपक्षीगण द्वारा एक माह का नोटिस अथवा नोटिस वेतन एवं छंटनी प्रतिकर का भुगतान प्रार्थी को किये जाने की कोई विधिक अपेक्षा उत्पन्न नहीं हो पायी है। प्रार्थी को धारा 25 (F) अधिनियम के प्रावधानों का संरक्षण इसी लिये प्राप्त नहीं है। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।

22. **बिचारणीय बिन्दु सं.-2** इस बिन्दु के अन्तर्गत प्रार्थी को यह प्रमाणित करना है कि विपक्षीगण ने उसकी सेवा समाप्ति के पूर्व श्रमिकों की वरिष्ठता सूची नहीं बनाई तथा प्रार्थी से कनिष्ठ श्रमिकों को नियोजन में ही रखा। इस संबंध में प्रार्थी AW-1 त्रिलोक ने अपने साक्ष्य में यह कहा है कि उसकी सेवा समाप्ति से पूर्व विपक्षीगण ने न तो वरिष्ठता सूची बनाई न ही प्रकाशित की जबकि प्रार्थी से जूनियर श्रमिक विपक्षीगण के नियन्त्रण में कार्य कर रहे थे। किंतु प्रार्थी ने अपने साक्ष्य के दौरान उन कनिष्ठ व्यक्तियों के न तो नामों का उल्लेख किया न ही उनके नियुक्ति संबंधी कोई प्रलेख प्रस्तुत किये। जबकि विपक्षी साक्षी डै.1 रामगोपाल झाझडिया ने अपने शपथ पत्र में यह कहा है कि विपक्षीगण ने अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं किया है। तथा किसी अन्य श्रमिक को भी विपक्षीगण ने नियुक्ति नहीं दी। प्रतिपरीक्षा में साक्षी ने कहा है कि यह कहना गलत है कि वर्ष 2020 में रामस्वरूप सैनी को प्रार्थी के स्थान पर बैंक में सेवा में लिया हो। उसे किंग्स सिक्कुरिटी सर्विस ने झाझड़ शाखा में रखवाया था। माननीय राजस्थान उच्च न्यायालय ने अपने निर्णय रामगोपाल सैनी बनाम द जज, लेबर कोर्ट जयपुर में यह कहा है कि प्रार्थी श्रमिक को ही यह प्रमाणित करना होगा कि नियोक्ता द्वारा अधिनियम की धारा 25 (G) और 25 (H) के प्रावधानों का उल्लंघन किया गया। मात्र कनिष्ठ व्यक्तियों का नाम वर्णित करना इस उद्देश्य की पूर्ति नहीं करता है। इन परिस्थितियों में प्रार्थी यह प्रमाणित करने में सर्वथा विफल रहा है कि विपक्षीगण ने प्रार्थी की सेवा समाप्ति के उपरांत उससे कनिष्ठतर किसी अन्य व्यक्ति को नियोजन में लिया हो अथवा रखा हो। अतः यह बिन्दु भी प्रार्थी के विरुद्ध निर्णीत किया जाता है।

23. **बिचारणीय बिन्दु सं.-3** उपर्युक्त बिन्दु सं. (1) व (2) प्रार्थी के विरुद्ध निर्णीत किये गये हैं। इसलिये प्रार्थी यह प्रमाणित करने में विफल रहा है कि उसने विपक्षीगण के अधीन 04.05.2020 से पूर्ववर्ती एक कलेण्डर वर्ष की अवधि में 240 दिन से अधिक लगातार कार्य किया तथा उसे अधिनियम की धारा 25 (F) के प्रावधानों का संरक्षण प्राप्त है। प्रार्थी यह भी प्रमाणित नहीं कर सका है कि विपक्षीगण ने उसकी सेवा समाप्ति के पश्चात किसी अन्य कनिष्ठ व्यक्ति को नियोजित किया हो

अथवा सेवा में रखा हो। इस स्थिति में विपक्षीगण की ओर से प्रस्तुत निर्णय इण्डियन ड्रग्स एन्ड फार्मा. लि. बनाम वर्कमैन इण्डियन ड्रग्स एन्ड फार्मा. लि., के. एल. कुमार बनाम वी.पी. पाटिल, पी. करुपर्डिया बनाम जनरल मेनेजर, तिरुवल्लूर ट्रान्सपोर्ट कोर्पोरेशन लि., इंजीनियर इन चीफ वाटर रिसोर्सिज डिपार्टमेंट, भोपाल बनाम मनहरण, गोपाल नंदकिशोर शर्मा बनाम मेनेजर, नानावाटी ऐसोशियट्स, बी.एस.एन.एल. बनाम मानसिंह, सीनियर सुप्रीटेन्डेंट टेलीग्राफ (ट्रैफिक), भोपाल बनाम सन्तोष कुमार सील एवं एक्स. इंजीनियर पी. डब्ल्यू. डी. बनाम हरचन्दी में माननीय उच्चतम न्यायालय/ माननीय उच्च न्यायालयों द्वारा प्रतिपादित विधि जो कि अस्थाई श्रमिकों के नियमितिकरण तथा सेवा में पुनर्स्थापन के बदले क्षतिपूर्ति दिये जाने से संबंधित है, इस विवाद के तथ्यों से भिन्न होने के कारण ससम्मान सुसंगत प्रतीत नहीं हुई है। प्रार्थी विपक्षीगण से कोई अनुतोष पाने का अधिकारी नहीं है।

24. अधिनिर्णय आज दिनांक 21.12.2023 को लिखाया व सुनाया गया। अधिनिर्णय की प्रतिलिपि समुचित सरकार को अधिनियम, की धारा 17 (1) के अंतर्गत प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 30 मई, 2024

का.आ. 1027.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **युको बैंक** के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, पटना के पंचाट (08 (C) of 2018) प्रकाशित करती है।

[सं.एल-12011/54/2018-आई. आर. (बो-II)]

सलोनी, उप निदेशक

New Delhi, the 30th May, 2024

S.O. 1027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 08 (C) of 2018) of the *Indus. Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12011/54/2018- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA.

Reference Case No.:-08 (C) of 2018

Between the management of the Zonal Manager, UCO Bank, Zonal Office, S.K. Tarafdar Road, Near Koyala Ghat Adampur, Bhagalpur (Bihar)-812001 And their workman Shri Pankaj Kumar, temporary peon represented through the General Secretary, UCO Bank Employees Association, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Patna-800001(Bihar).

For the management:- Sri Sourabh Soni, Asst. Manager (Law)

For the workman:- Sri B. Prasad, General Secretary, UCO Bank Employees Association, Bihar.

Present:- **Manoj Shankar**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt- 29th April, 2024.

By the adjudication order no.- L-12011/54/2018-IR(B-II) New Delhi, dated- 14.09.2018 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of Zonal Manager, UCO Bank, Zonal Office, S.K. Tarafdar Road, Near Koyala Ghat Adampur, Bhagalpur (Bihar)-812001 And their workman Shri Pankaj Kumar, temporary peon represented through the General Secretary, UCO Bank Employees Association, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Patna-800001(Bihar) for adjudication to this tribunal.

SCHEDULE

“Whether the action of the management of UCO Bank in terminating the services of Shri Pankaj Kumar, Temporary Peon, w.e.f 01.07.2017 without following the due process of law, is justified? If not, to what relief the workman concerned is entitled to?”

2. As per the statement of claim, the case of the workman Sri Pankaj Kumar is that he was orally appointed by the management of UCO Bank to discharge the duties of a peon w.e.f 01.02.2006 at Katoria Branch. It is further asserted that that complainant / workman Sri Pankaj Kumar while working at Katoria Branch used to discharge his duties as a peon to take out registers, files from Almirah, and placing the same on the counters of staffs, taking out cash box from strong room to cash department. He was also discharging the duties of posting of mails of the bank through post office, serving letters to the borrowers of the bank and also discharged the hospitality work in the bank. It is further asserted that Pankaj Kumar used to perform his duties from 10.00 A.M to 6.00 P.M at the instruction of the branch manager. Initially he used to be paid wages @ Rs. 900/- per week which was raised to @ Rs. 200/- per day. It is further asserted that the duties of the workman were identical to that of a permanent peon and his duties were perennial in nature. It is further asserted that Pankaj Kumar was paid to his service by the bank through debit vouchers. It is further asserted that workman was stopped from doing duties from 01.07.2017 at Katoria Branch. After the termination Pankaj Kumar approached the management for his reinstatement but no positive step was taken by the management bank. The workman was neither given any notice, nor any notice pay, nor any retrenchment compensation preceding his termination. It is further asserted that when the grievances of the workman is not redressed, he caused an Industrial dispute before the conciliation officer which ultimately result in referring the dispute for adjudication by the Govt. of India, Ministry of Labour, New Delhi, before this tribunal. It is further asserted that the action of the management in terminating the service of the workman from 01.07.2017 is neither legal nor justified. Management violated the mandatory provision as contained in the section 25(F) of the I.D.Act, 1947 and further management resorted to unfair labour practices as per schedule V read with section 25 (T) of the I.D.Act. Management did not follow the principle of equal pay for equal work. Management also violated the provision of section-25(G) and 25(N) of the I.D.Act. Hence the termination of the workman is covered u/s-2(oo) of the I.D.Act. It is further asserted that the workman worked for more than 240 days in a calendar year preceding his termination as per section 25(B) of the I.D.Act. Thus workman prays for following relief (s):-

- (i) Reinstatement in the services of the bank as a temporary peon with back wages and other consequential benefits;
- (ii) Payment of due wages for the period of working;
- (iii) Payment of a sum of Rs. 10,000/- for contesting the dispute;
- (iv) Any other relief (S) as the tribunal deems fit and proper;

3. On the other hand management bank filed written statement and mentioned therein the dispute as raised on behalf of the Pankaj Kumar is not maintainable either in law or on the facts and as such it is fit to be rejected. Pankaj Kumar was not a employee of the UCO bank and he was not under the category of the workman as defined under the I.D.Act.. It is further asserted that all the claim of the Pankaj Kumar regarding his oral appointment and about his duties like a peon from 10.00 A.M to 6.00 P.M, about his payment and about his termination on 01.07.2017 and further he approached to the management bank for reinstatement as asserted in the statement of claim are purely false and fabricated and concocted these claim of the workman is totally denied by the bank. It is further asserted that the real fact is Mr. Pankaj Kumar was never appointed by the competent authority of the bank to discharge the duties of a peon as alleged in his statement of claim. The complainant / workman also did not disclosed who appointed him in the service of bank which also indicates Mr. Pankaj Kumar was never appointed by the competent authority of the bank and not through any process of selection. It is further asserted that bank took the service of Pankaj Kumar from time to time for 2 to 4 hours on daily wages as coolie / labour for non banking work for which he was duly paid. It is further asserted that at the relevant time there was no such vacancy of peon / temporary peon and no advertisement was published for the appointment of a peon. It is further asserted that since Pankaj Kumar was never appointed and nor engaged by the bank as a regular employee or temporary peon rather his services was taken from time to time as per requirement as coolie or labourer purely on daily basis so management bank did not violated any provision of constitution and of Industrial Dispute Act and Rules. It is further asserted that Pankaj Kumar never worked regularly, so his claim of continuous working more than 240 days in a calendar year is totally in correct and denied by the management bank. The present dispute as raised on behalf of the Pankaj Kumar is being devoid of any merit and so he is not entitled for reinstatement or regularisation and hence the present dispute is fit to be rejected.

4. The representative of the workman filed rejoinder of the written statement as filed by the management bank and mentioned therein that the stance of the management bank is totally in correct about Pankaj Kumar does not come under the purview of section 2(S) of the I.D.Act. The fact is while working with the management bank as a daily wager as per section 2(S) of the I.D.Act. Pankaj Kumar attains the status of workman as he worked with Katoria Branch of UCO Bank from 01.02.2006 on getting oral engagement from the Branch Manager. It is further asserted that the termination of the workman is covered u/s-2(oo) of the I.D.Act and management also resorted to unfair labour practice as per schedule V read with section 25(F) of the I.D.Act. It is further asserted that while working with the bank for over 11 years certain rights occurred in favour of the workman and certain obligation have been also bestowed on the management bank. Management bank regularised the services of hundreds of the daily rated workmen as sweeper cum peon in past so the submission as made by the management in written statement is devoid of merit.

5. On the basis of rival pleadings of the following issues are recasted for adjudication:-

- (i) Whether the Pankaj Kumar comes under the purview of workman as per the provision of section 2(S) of the I.D.Act.
- (ii) Whether the duties of a temporary peon as assigned by the Pankaj Kumar in his statement of claim is correct and acceptable.
- (iii) “Whether the action of the management of UCO Bank interminating the services of Shri Pankaj Kumar, Temporary Peon, w.e.f 01.07.2017 without following the due process of law, is justified? If not, to what relief the workman concerned is entitled to?”

6. In order to establish his claim, the workman side examined two witnesses namely Pankaj Kumar (W.W-1) workman himself and Ram Narayan Choudhary (W.W-2) a retired Sr. Manager of UCO Bank. Besides, oral evidence workman sides filed some documents and get it marked Exts as:-

- (i) Ext.-W Daily wages payment register from the period 07.04.2007 to 30.10.2007 (with objection by other side).
- (ii) Ext.-W/1 Debit voucher of Rs. 700/- dt-27.12.2007 issued by UCO Bank, Katoria Branch paid to Pankaj Kumar.
- (iii) Ext.-W/2 Debit Voucher of dt- 31.10.2006 amounting to Rs. 1200/- issued by UCO Bank, Katoria Branch paid to Pankaj Kumar as a daily wage.
- (iv) Ext.-W/3 Work certificate of dt- 31.07.2007 issued by the then Branch Manager to Pankaj Kumar.
- (v) Ext.-W/3-1 Work certificate of dt- 06.06.2009 issued by the then Branch Manager to Pankaj Kumar.
- (vi) Ext.-W/3-2 Work certificate of dt- 20.07.2010 issued by the then Branch Manager to Pankaj Kumar.

7. On the other hand management side also produced one witness namely Naveen Kumar (M.W-1) from its side.

8. First of all this tribunal scrutinizes the evidence of the workman side. W.W-1 Pankaj Kumar is the workman who deposed before this tribunal on 14.03.2022. He stated before this tribunal that he was doing work of peon at Katoria Branch of UCO Bank from 01.01.2006 to 30.06.2017 at the instruction of the Branch Manager. He further stated that he used to sit at the gate of the bank. He discharged the duties of vouchers stitching work, taking the cash box from the strong room and to it on the cash counter. This witness also stated that he maintained his own attendance register. He further stated that he used to discharged his duties in the bank from 9.30 A.M to 6.30 P.M and he received his payment through weekly basis and some time he received daily wages payment in his bank account by transfer. This witness further stated that bank maintained daily wages register in which one Zubair received the payment @ daily wage and he proved the copy of the payment register marked as Ext.-W i.e objected by the other side. This witness further stated that Zubair was doing work of computer in the branch. Original paper of Ext.-W is in the custody of bank branch. This witness further proved two debits vouchers of dt-27.12.2007 and 31.10.2006 through which he received the payment from the bank i.e Ext.-W/1 & W/2 respectively. This witness further stated that the then Branch Manager issued certificate to him for his working i.e of the dates 06.06.2009, 20.07.2010, and 31.07.2007 and the proved the same as Ext-W/3 to W/3-2. This witness further stated that bank stopped him from working from 01.07.2017 but no notice and notice pay given by the bank. On tribunal question this witness categorically stated he has received all the payment from the bank till 30.06.2017.

In cross-examination this witness categorically stated in para-14 that he did not received any appointment letter from the bank rather on seeing a notice at the bank branch he came Katoria branch and he started working in the said branch at the instruction of the then Branch Manager Sri S.N. Prasad. This witness categorically stated in para-17 is that he started working in the said branch from March 2006 at that time one Rajesh Kumar Jaiswal was permanent peon at that branch and this witness further denied that bank did not take his services daily because of permanent peon posted there. In para-20 of the cross-examination this witness stated that there was no part time sweeper posted in the Katoria branch and further denied that one Ranu Devi was posted as PTS there. In para-23 of the cross-examination this witness categorically admits that when bank stopped him from working, he did not file any written complaint to the bank. In para-24 of the cross-examination this witness categorically stated that he was orally appointed on merely formal interaction with the manager. There was no selection procedure adopted by the bank. He also admits in para-25 of the cross-examination his qualification is class-VIII. In para-26 this witness admits that he never received monthly salary and no ESI & PF was deducted from his payment. In para-28 of the cross-examination this witness categorically stated that payment vouchers and the zerox copy of daily wage payment register he filed, was given by the manager thereafter he never asked any documents from the bank. This witness further denied that he never worked regularly in the bank because there was permanent peon there.

9. W.W-2 Ram Narayan Choudhary is the retired Senior Manager of UCO Bank who deposed before this tribunal on 24.03.2022. He stated in this evidence that he was Branch Manager of Katoria Branch of UCO Bank from March-2009 to November 2010 and during his tenure Pankaj Kumar the workman discharged the duties in the said branch like a permanent staff. This witness further stated that daily rated worker got regularisation in his UCO Bank in past one Uday Shankar Raut who was the daily rated worker became regular by the order of the bank. This witness further proved certificate of dt-20.07.2010 issued by him to the Pankaj Kumar.

In cross-examination this witness categorically admits that he retired on 30.04.2014 from Shambhuganj Branch, Banka. In para-8 of the cross-examination this witness admits that bank has given him charge sheet in the year 2007 and he got punishment from bank his his with holding one increment for year. In para-9 of the cross-examination this witness categorically stated, he can't say a peon can be appointed orally. In para-10 of the cross-examination this witness categorically admits that during the period of 2006 to 2014 he never appointed any person orally daily wager. In para-12 of the cross-examination this witness categorically admits that on the request of Pankaj Kumar he had issued the certificate and on his request, he came to depose here and whatever the certificate he issued to Pankaj Kumar was from the date of 07.06.2009. This witness further denied that he deposed against the bank because of punishment given by the bank to him.

10. On the other hand management examined just one witness Sri Naveen Kumar, Assistant Manager, (M.W-1). Who stated before this tribunal that he was posted at Katoria Branch from 20.07.2018 to 10.09..2021 and during his tenure one Sudama Pd Sao was working as daily wager on the basis of the order of the tribunal. This witness also stated that Sudama Pd Saw was working in the Katoria Branch prior to his joining on 20.07.2018 and one Ranu Devi was also doing work of PTS in the said branch but she died later on.

In cross-examination this witness categorically stated that he admits in para-7 of the cross-examination that he does not know whether any daily rated worker or PTS got regularisation in UCO Bank. In para-8 of the cross-examination this witness categorically stated that Renu Devi died on December 2017. This witness further stated in para-10 of his cross-examination he does not know the matter of Pankaj Kumar.

11. It is argued on behalf of the workman side that Pankaj Kumar discharged the duties of peon at Katoria Branch from 01.02.2006 to 30.06.2017. He was orally appointed by the then Branch Manger @ Rs.200/- per day and he received payment by debit voucher. It is further argued that workman discharged his duties till 30.06.2017 regularly. He was stopped from the work by the bank from 01.07.2017 without giving any notice, notice pay, or any retrenchment compensation i.e supported by the workman himself in his evidence and Ram Narayan Choudhary (W.W-2) also supported the contention of the workman regarding his regular working at Katoria Branch and he has also given certificate to Pankaj Kumar of his working on dt-20.07.2010 (Ext.-W/3-2) the workman also filed payment sheet of the year 2007 through which he received the payment of wages i.e Ext.-W. Workman Pankaj Kumar also filed two payment vouchers of dt- 27.12.2007, and 31.10.2007 that shows that he received payment of wages from 16.12.2007 to 22.12.2007 (Ext.-W/1) and from 16.10.2006 to 22.10.2006, 25.10.2006 and 26.10.2006 (Ext.-W/2). These documents establish, the Pankaj Kumar was engaged in the Katoria Branch as the daily rated worker. Ext.-W/3 and Ext.-W/3-2 the certificates issued by the then Branch Manager certifying Pankaj Kumar had been working at Katoria Branch. It is further argued that bank failed to produce payment vouchers as asked by the workman. It is further argued that Pankaj Kumar worked at UCO Bank at Katoria Branch from the year 2006 to 30.06.2017 11 years regularly and all of sudden he was stopped from working by the bank management on 01.07.2017 so his termination is covered u/s-2(oo) of the I.D.Act and thus management also resorted unfair labour practice as per section 25(T) of the I.D.Act. It is further argued that workman thoroughly establish his claim through oral and documentary evidence accordingly he is entitled in the service of the bank as a temporary peon as per the terms of reference.

12. On the other hand it is argued by the representative of the management that the claim of the workman as per his statement of claim regarding his duties and payment is not at all duly proved and established. No evidence has been produced by the workman to show his continuity of his service. It is further argued that there was permanent peon and permanent PTS posted in the Katoria branch that his dully admitted by the workman and it is also admitted by the workman in his evidence so the claim of the workman he was working like a temporary peon is totally projected and superfluous. Even W.W-2 the retired manager of UCO Bank also did not disclosed the details of the duties of the Pankaj Kumar at Katoria branch and about his payment mode in his evidence. The facts is, bank took the services of Pankaj Kumar as and when required in exigency of work for 2-4 hours only for which he was duly paid. It is further argued that since no appointment letter was issued to the Pankaj Kumar so his claim about unjustified, termination is totally false and fabricated as workman failed to establish he was ever work continuously for more than 240 days preceding his alleged termination dt-01.07.2017. No chit of paper has been produced by the workman that could show he was in continuance of service. Thus management bank did not violate any provision of I.D.Act as assigned by the workman side in his statement of claim hence workman is not entitled for any relief.

13. Considering all the facts and the materials available on the record as discussed above and considering the submissions as advanced on behalf of the both the sides, this tribunal takes the find issue "Whether complainant / workman Pankaj Kumar is regarded as workman under the provision of 2(S) of the I.D.Act,1947. In this contest the claim of the Pankaj Kumar is he was orally appointed by then Branch Manager of Katoria Branch of UCO Bank and

he started working there from 01.01.2006 and continued his services till 30.06.2017. Section 2(S) of the I.D.Act defines about status of workman :- **I (S) “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—**

- (i) Who is subject to the Air Force, Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) Who is employed in the police service or as an officer or other employee of a prison, or
- (iii) Who is employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding 56a [ten thousand rupees] per mensem or exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

taking into account the provision of section-2(S) of the I.D.Act it appears that even a person is engaged by the management bank or any other industry as daily wager for which management gives payment comes under the category of workman. So the contention of the management Pankaj Kumar is not a workman as per provision of I.D.Act is not acceptable at all. Moreover, after securitizing the dispute, by the appropriate Govt. this reference is sent to this tribunal considering the complainant Pankaj Kumar as a workman so this issue is decided in favour of the complainant.

14. So far as issue no.-II is concerned “Whether the duties of a temporary peon as assigned by the Pankaj Kumar in his statement of claim is correct and acceptable. This tribunal finds that workman Pankaj Kumar stated in his evidence he was doing the duties like a peon in the Katoria Branch and he served there from 9.30 A.M to 6.00 P.M and during this period he used to take cash box from the strong room to the cash counter, debit vouchers stitching work, but he himself did not corroborate his own version regarding his details of work given in the Katoria branch as mentioned in statement of claim. It appears that Pankaj Kumar has given a sweeping statement regarding his details of working at the Katoria Branch. Further no oral and documentary evidence produced by the Pankaj Kumar regarding his duties as assigned by the bank manager during that period. This tribunal further finds that Pankaj Kumar as a witness himself admits before this tribunal, when he started working at Katoria Branch one permanent peon namely Rajesh Kumar Jaiswal was posted there. So on this admission the claim of the Pankaj Kumar he was discharging the duties of a peon looks not convincing and acceptable at all. This tribunal further finds that the claim of the management is that bank took the services of Pankaj Kumar from time to time as per requirement for 2-4 hours for which he was dully paid. He never worked regularly as a daily wager appears more convincing hence this issue is not at all proved by the complainant / workman by the Pankaj Kumar. 15. So far as issue no.-III is concerned this tribunal finds that the complainant Pankaj Kumar tried to convince this tribunal through his oral evidence that he was orally appointed by the then Branch Manager, Katoria Branch and he started working there from 01.01.2006 and continued his services till 30.06.2017. This tribunal finds that workman himself did not furnish any cogent and consistent evidence regarding his regular working like a peon in the Katoria Branch. This tribunal further finds that workman himself stated in para-17 of the cross-examination that he started working at Katoria Branch from March-2006 at that time one Rajesh Kumar Jaiswal was posted there as permanent peon so when a permanent peon is posted in the said branch there is no question of taking work of a peon by the management bank. So the claim of the workman is very casual and very sweeping one. This tribunal further finds that workman tried to establish his regular working by way of some documents i.e Ext.-W (copy of the daily wages payment register from the period of 07.04.2007 to 30.10.2007) and this document is marked with objection raised by the management side. On securitizing the Ext.-W it appears that this is not prepared on a official bank register rather it is prepared of lined plain register in which entries of two daily wager is mentioned one of Pankaj Kumar the complainant and 2nd is of Mr. Jubair showing him a computer operator, there is no seal of the bank on this document shows the daily wage payment received by the complainant Pankaj Kumar and as well as Jubair @ daily wage but this documents does not show he was discharging the duties regularly at Katoria Branch as per his claim from 01.06.2007 to 30.06.2017. This documents shows that when he gave his duties to the bank he received the payment at the rate of daily wage. This

tribunal further finds that Pankaj Kumar claimed in his evidence he received the wage payment in his bank account by transfer but no statement of account is filed by the Pankaj Kumar that could suffice his claim. Why Pankaj Kumar did not produced his statement of A/C reasons best known to him. This tribunal further finds that Pankaj Kumar filed three certificates issued by the then Branch Mangers for his working i.e Ext.-W/3 to W/3-2. On securitizing the certificate of dt- 31.07.2007 where is mentioned Pankaj Kumar working as a daily wagger on daily basis since 30.07.1996 and Ext.-W/3-1 the certificate issued of dt-06.06.2009 shows the working of Pankaj Kumar as a daily wagger since 30.07.1996 i.e and thereafter some over righting is there by circulating 9 as 0 that is apparent from the document itself that zerox copy and there is no initial there and further Ext.-W/3-2 issued by the then Branch Manger Ram Narayan Choudhary who also deposed from the workman side as W.W-2, who has given the certificate on 20.07.2010 mentioning Pankaj Kumar worked as a daily wagger in Katoria Branch on the daily basis from 07.06.2009. This tribunal further finds that original of these three documents is not produced by the Pankaj Kumar that was very much in the custody of the Pankaj Kumar also creates daubt register his actual period of working further these three documents does not match to the claim of Pankaj Kumar regarding his working at Katoria Branch from 01.01.2006 as a temporary peon rather all the three documents are different. No manager claimed Pankaj Kumar was working as a temporary peon rather they claim he was as a daily wagger. This tribunal further finds that Pankaj Kumar filed two papers vouchers of dt- 27.12.2007 i.e the period of 16.12.2007 to 22.12.2007 by virtue of this voucher Pankaj Kumar received the Rs. 700/- (Rs. Seven Hundred) i.e Ext.-W/1 and Ext.-W/2 payment vouchers of dt- 31.10.2006 i.e the payment of 16.10.2006 to 22.10.2006 and of 25.10.2006 to 26.10.2006 amount of Rs. 1200/- (Rs. One Thousand Two Hundred) is received by Pankaj Kumar as a daily wagger. These two documents also does not satisfy Pankaj Kumar was regularly working as a peon at Katoria Branch from 01.01.2006 to 30.06.2017. This tribunal further finds that these above documents do not establish the claim of Pankaj Kumar he was working regularly as a temporary peon from 01.01.2006 to 30.06.2017 rather it shows that whenever Pankaj Kumar gave his services to the branch of management bank he received his payment accordingly as a daily wagger and this facts is claimed by management bank in his evidence as well as in written statement too. This tribunal further finds that no oral and documentary evidence has been produced by the Pankaj Kumar of his working beyond the period of 30.10.2007 to 30.06.2017 whatever the documents placed by the Pankaj Kumar for his payment i.e upto 30.07.2007 (Ext.-W). This tribunal further finds that workman produced the retired Sr Manager Sri Ram Narayan Choudhary from his side as W.W-2 who was posted in Katoria Branch from March-2009 to November-2010 who also frustrated the claim of Pankaj Kumar regarding his working from 01.01.2006 as a temporary peon rather he issued the certificate during his time i.e Ext.-W/3-2 showing Pankaj Kumar was working from 07.06.2009 as a daily wagger not as a temporary peon, moreover this witness appears biased and tutored as he was also during his service by the management bank that is evident from para-8 of the cross-examination. This witness also did not disclosed about mode of payment he has given to the Pankaj Kumar during his tenure. This tribunal further finds that W.W-2 admits before this tribunal he never appointed any person orally as a daily wagger as a manager from the year 2006 to 2014. This evidence also shows that no manger has authority to appoint orally any person as a temporary person on regular basis rather Branch Manager can take the service of a person as a daily wagger as per requirement. So W.W-2 also being a retired manager of UCO Bank does not establish the claim of the Pankaj Kumar, he was discharging his duties like a temporary peon from 01.01.2006 to 30.06.2017. This tribunal further finds that this is a claim of Pankaj Kumar he discharged the duties continuously more than 240 days preceding the alleged termination on 30.06.2017 but no cogent evidence is produced by the Pankaj Kumar regarding his daily work for more than 240 days in a calendar year i.e pre-requisite for any claim by a workman before any industry like bank.

15. Thus on securitizing all the facts and materials available on records as discussed above this tribunal finds and hold that complainant Pankaj Kumar has completely failed to establish he was working at Katoria Branch from 01.01.2006 to 30.06.2017 as per his evidence (W.W-1) by any cogent oral and documentary evidence. More over he failed to establish he was ever worked more than 240 days in a calendar year as a temporary peon regularly in the Katoria Branch before his alleged termination date 01.07.2017 rather the contention of the bank is more convincing that when ever bank took the service of Pankaj Kumar as a daily wagger he was duly paid for his work that is evident

from the documents as placed by the workman himself. This tribunal finds and holds that Pankaj Kumar Projected the story of his working as temporary peon from 01.01.2006 to 30.06.2017 without any cogent & concrete evidence and Pankaj Kumar did not come up with clean hand about his claim. From the facts and evidence, it is evident that Pankaj Kumar was never working regularly as a temporary peon at Katoria Branch, so there is no question of termination by the management bank and there is no question of any notice or notice pay is required in the case of Pankaj Kumar, hence management has not violated any provision of I.D.Act so the action of the management of UCO Bank in terminating the services of Pankaj Kumar w.e.f 01.07.2017 without following the due process of law is totally justified because Pankaj Kumar was never working regularly as a temporary peon in Katoria Branch till 30.06.2017 as per alleged claim i.e not at all established by the Pankaj Kumar. So workman Pankaj Kumar is not entitled for any relief.

16. On scanning of materials available on record as discussed above and submissions as advanced on behalf of both the sides this is the considered opinion of this tribunal that workman Pankaj Kumar could not establish his claim by any cogent evidence and so this is the considered opinion of this tribunal Pankaj Kumar is not entitled for any relief. This award is effected after date of publication in gazette.

This is my award accordingly.

Dictated & Corrected by me.

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 30 मई, 2024

का.आ. 1028.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, पटना के पंचाट (11 (C) of 2018) प्रकाशित करती है।

[सं. एल-12011/58/2018-आई. आर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 30th May, 2024

S.O. 1028.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 11 (C) of 2018) of the *Indus. Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12011/58/2018- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA.

Reference Case No.: 11 (C) of 2018

Between the management of the Zonal Manager, UCO Bank, Zonal Office, S.K. Tarafdar Road, Near Koyala Ghat Adampur, Bhagalpur (BIHAR)-812001 And their workman Shri Manish Kumar Poddar, Peon represented through General Secretary, UCO Bank Employees Association, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Patna (BIHAR)-800001.

For the management:- Sri Sourabh Soni, Asst. Manager (Law)

For the workman:- Sri B. Prasad, UCO Bank Employees Association, Bihar.

Present:- **Manoj Shankar**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt- 25th April, 2024.

By the adjudication order no.- L-12011/58/2018-IR(B-II) New Delhi, dated- 02.11.2018 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of

the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of Zonal Manager, UCO Bank, Zonal Office, S.K. Tarafdar Road, Near Koyala Ghat Adampur, Bhagalpur (BIHAR)-812001 And their workman Shri Manish Kumar Poddar, Peon represented through General Secretary, UCO Bank Employees Association, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Patna (BIHAR)-800001 for adjudication to this tribunal.

SCHEDULE

“Whether the action of the management of UCO Bank in terminating the services of Shri Manish Kumar Poddar, Peon, allegedly working from 04/07/2007 and terminated w.e.f. 20.07.2014 is justified? If not, to what relief the workman concerned is entitled to?”

2. As per the statement of claim of the workman Sri Manish Kumar Poddar, he was orally appointed by the management UCO Bank at Rangara Branch for discharging the duties of a peon w.e.f 04.07.2007 where he was allowed to work till February 2010. It is further asserted that the workman was further shifted to Dholbajza Bazar Branch under Bhagalpur Dist. from 20.03.2010 where he worked up to 19.07.2014. It is further asserted that the workman used to discharged his duties from 9.30A.M to 5.30PM and some times even beyond that as per requirement. It is further asserted that the workman was doing his duty opening the bank’s gates thereafter sweeping, cleaning the branch premises and he also assisted in taking out cash box from the strong room, placing the same in cash department. The workman also used to put registers at the tables of the staff, besides this the workman was also discharged duties of serving water / tea to the staff and customers of the bank. It is further asserted that some time he also discharged the postal work of the bank and he was also engaged for stitching the currency notes and vouchers. It is further asserted that initially the workman was paid wages @ Rs.80/- per day through different modes. The workman had discharged his duties both the at Rangara and Dholbajja Bazar branch against vacant post of peons. It is also asserted that the duties of the workman was perennial in nature. It is further that the name of the workman had been formulated to the head office of the bank in the year 2013 as per the circular issued by the Human Resources Management Department of the bank. It is also asserted that the workman work for more than 240 days in calendar month preceding his termination. But he was stopped from work in Dholbajja Bazar Branch from 20.07.2014 without giving any notice, notice pay or any retrenchment compensation by the management bank so the termination of the workman is covered u/s-2(oo) of the I.D.Act. it is further asserted that management appointed number of fresh hands but the case of the workman was not considered. Moreover, management violated the mandatory provision of section-25(F) of the I.D.Act,1947 and of Industrial Central Rules,1957 as well. Management also resorted to unfair labour practice as contained in Schedule V read with Section-25(T) of the I.D.Act. It is further asserted that the workman approached the management bank several times for reinstatement by the bank then raised this Industrial Dispute i.e referred from the appropriate Government. Accordingly action of the management in terminating the services of the workman is not justified on the above assigned grounds. Thus the workman prays the following reliefs;

- (i) Reinstatement as a peon with back wages;
- (ii) Payment of all consequential benefits;
- (iii) Payment of some of Rs. 20,000/- for contesting the dispute.
- (iv) Any other relief(S) as deems fit and proper by the tribunal;

3. On the other hand the UCO Bank also filed written statement and mentioned therein, the dispute as raised on behalf of the Manish Kumar Poddar is neither maintainable in the eye of law nor on facts and so it is fit to be rejected. The fact is, the Manish Kumar Poddar was not an employee of the UCO bank and he was not under the definition of workman so he has got no locus standi to raise the present dispute. It is further asserted that Manish Kumar Poddar was never appointed by the bank or by competent authority to discharge the duties of a temporary peon as alleged in the statement of claim. Manish Kumar Poddar claimed he was orally appointed in the services of UCO Bank to discharge the duties of temporary peon at Rangra branch but did not disclosed who appointed him in the service so Manish Kumar Poddar did not come up with clean hand. It is further asserted that in fact bank took the services of Manish Kumar Poddar time to time for only to 2 to 4 hours on daily wages as collie / labour work that is non banking work for which he was duly paid. All the details about working in the branches of the management bank as asserted by the workman in his statement of claim is totally incorrect that could not be believed even. It has to be proved by the workman whatever he has asserted about his work in the statement of claim by cogent evidence. It is further asserted that the claim of the workman, he has worked against the vacant post of a peon in both the branches is totally incorrect because at that relevant time there was no such vacancy of peon / temporary peon and no advertisement was published for the vacancy of peon. It is further asserted that since Manish Kumar Poddar was never appointed or engaged by the bank as a regular employee rather bank took the service as and when required for the labour work purely on daily basis for which he was duly paid so there is no question of issuing termination letter. It is further asserted that the present dispute as raised on behalf of Manish Kumar Poddar is a devoid of any merit and he is not entitled for reinstatement and so claim is fit to be rejected.

4. The representative of the workman filed rejoinder of the written statement where he disclosed, since Manish Kumar Poddar worked in two branches Rangara and Dholbajja Branch of the management bank from 04.07.2007 to 28.02.2010 and from 20.03.2010 to 19.07.2014 respectively for the duties of a peon so he attained of the status of the workman as per section-2(S) of the I.D.Act. It is also asserted that the management reply in the written statement that the workman had not worked against the permanent vacant post is not correct. The management also violated the provision of section 25(G) and 25(H) of the I.D.Act.

5. On the basis of the rival contention, the following issues are asserted for adjudication;

- (i) “Whether the complainant / workman Sri Manish Kumar Poddar is a workman under the provision of Section-2(S) of the I.D.Act.
- (ii) “Whether the workman has discharged his duties in the two branches of management bank like a temporary peon as per his details of the working.
- (iii) “ Whether the action of the management of UCO Bank in terminating the services of Shri Manish Kumar Poddar, Peon, allegedly working from 04/07/2007 and terminated w.e.f. 20.07.2014 is justified? If not, to what relief the workman concerned is entitled to?”

6. In order to establish his claim, the workman side examined just one witness namely Manish Kumar Poddar (W.W-1) the workman himself beside oral evidence, workman got some documents Extd. as:-

- (i) Ext.-W- Particular of casual worker working as on 31.03.2012 for the work of Dholbajja Bazar Branch.
- (ii) Ext.-W/1- Payment vouchers of dt-04.10.2011 infavour of Manish Kumar Poddar.
- (iii) Ext.-W/2- The computerised bank account of Manish Kumar Poddar of the period of 24.12.2011 to 01.07.2014.

7. On the other hand management side also examined one witness namely Chandan Kumar Singh as M.W-1 but no documents is placed before this tribunal.

8. First of all this tribunal scrutinizes the evidence of the workman who is Manish Kumar Poddar the workman himself, this witness stated before this tribunal that he discharged his duties of a peon at Rangara Branch of UCO Bank in Dist.- Bhagalpur and he was engaged at that branch from 04.07.2007 to February 2010. This witness further stated at that time a peon has been appointed at that in the said branch than he was transferred to the Dholbajja Bazar Branch of UCO bank and he started doing work in Dholbajja Branch from 20.03.2010 and he continued his services till July 2014. On tribunal question this witness categorically stated that he was not given any transferred letter rather the then Regional Manager Sri R.P.Singh orally sent him to the Dholbajja Branch. This witness further stated that he was discharging his duties from 9.30A.M to 6.00P.M. He also stated that he was doing the cleaning work, file work, taking the cash box from the strong room and for the kept on the cash counter and also discharged the duty of hospitality work and he also performed the vouchers stitching work. This witness further stated that he was getting payment weekly @ Rs.60/- per day generally he received the payment in the account and some time he received in cash form. This witness further stated that at Dholbajja Branch he received weekly payment @ Rs.80/- per day. This witness further stated that there was no cleaning staff and peon posted and both the branches. This witness further stated that a list of casual worker was sent from the Dholbajja Branch in which his name was given as casual worker by manager Sri S.K.Jha and he proved the document the same as Ext.-W. On tribunal question this witness categorically stated there is no signed of the Branch Manager and the seal of the bank on the said Ext.-W. This witness proved the payment vouchers of 04.10.2011 issued in his name as Ext.-W/1. This witness further stated he has filed his bank account statement from 24.12.2011 to 05.07.2014 i.e proved as Ext.-W/2. This witness also stated the bank has given wages i.e evident from the entries of 17.08.2013, 16.01.2014, 08.02.2014, 15.03.2014, 19.05.2014 of the bank statement (Ext.-W/2). This witness further stated that before his termination bank neither given any notice, nor any retrenchment compensation.

In cross-examination this witness admits in para-11 & 12 that he started working in the UCO Bank in the year 2007 and he served in two branches of the UCO Bank till 2014. This witness further stated in cross-examination he came to know there is need of cleaning staff at Rangara branch on that basis he met with branch manager of Rangara Branch. This witness also stated in cross-examination the manager engaged him in the bank after interaction. In para-18 of the cross-examination this witness categorically admits the then Branch Manager had told him about the cleaning work and putting registers only. Manager Sahab never told about the duties hours and no written letter has been given by manager. In para-14 of the cross-examination this witness admits that no training was given to him. In para-32 of the cross-examination this witness stated that he was sent to the Dholbajja branch on the basis of telephonic message received by the then Branch Manager but no written letter was given by the Branch Manager. In para-38 of the cross-examination this witness admits that there is no signature of the manager and no seal of the bank on Ext.-W. In para-44 of the cross-examination this witness admits that when he started working at Dholbajja Branch, one Nunu Daie Devi was posted in that branch on consolidated wages. In para-50 of the cross-examination this witness admits his father was also the employee of UCO Bank, who started duties as a peon on consolidated

wages then he became a regular employee. On tribunal question this witness stated that his father was regularised on basis of award passed by this tribunal but he denied that he also wanted to take another mode for his appointment.

9. On the other hand management examined one Sri Chandan Kumar Singh, field officer of UCO Bank on 20.09.2022. Who stated before this tribunal tht he was Branch Manager of Dholbazzza branch from 09.07.2018 to 09.07.2020. In the year 2018 while he was posted at Dholbazzza branch he came to know from the Regional Office, one Manish Kumar Poddar has filed a case for reinstatement. This witness also stated that Manish Kumar Poddar never workeed in Dholbazzza Branch during his tenure. This witness also stated that one permanent staff (HKP) was already posted in Dholbazzza Branch. This witness further stated that HKP used to discharge the duties of cleaning vouchers tagging work placing the file at the staff table postal duties and hospitality work.

In cross-examination this witness categorially admits in para-6 that he is not personally acquainted with this case. The workman himself reported him he has worked in two branches at Rangara and Dholbzaa Branch and he was working in Dholbazzza from 2010 to 2014.

10. It is argued from the workman that Manish Kumar Poddar was orally appointed and he discharged the duties as a peon in Rangara of UCO bank from 04.07.2007 to February 2010 and at Dholbazzza Bazar Branch from 20.03.2010 to 19.07.2014 and there was no permanent peon posted in the said branches. It is also argued that under the background of a scheme for regularisation of Part Time Sweepers / peons in 2013, the name of the workman had been forwarded to Head Office of the bank but all of sudden workman was stopped from working from 20.07.2014 without any notice, notice pay, nor any retrenchment compensation is given that is gross violation of the provision of section-25(F) of the I.D.Act. The forwarding details of the workman as forwarded by the then Branch Manager gets corroboration from Ext.-W. Workman also filed some documents of his payment vouchers and account statement that establish he was working in Dholbazzza Bazar Branch for which he received payment i.e proved with Ext.-W/2. The workman himself supported details of working in his evidence and the management witness also admits the workman was working at Rangara Branch and Dholbazzza Bazar Branch. The oral and documentary evidence of the workman clearly establish workman was engaged by the bank continuously from 2007 to 2014 in two branches and he discharged his work continuously for more than 240 days preceding his termination so his termination is covered u/s-2(oo) of the I.D.Act and his termination is void abinitio by violating the section-25(F) of the I.D.Act so workman is entitled for his reinstatement in service of the bank as a peon with back wages. The workman side relied on some ruling Narottam Chopra Vs Presiding Officer , Labour Court & others 1989 SCC (L & S) 565 where it is held that if the services of an employee is terminated in violation of section 25(F) of the I.D.Act,1947, the order of termination is rendered ab initio void and the employee would be entitled to continuity of service. Representative of the workman also relied another ruling Dharendra Chanmoli and Another Vs State of U.P 134 SC 1986,- 986, 1 SCC 637 where it was held that if the casual worker is discharging the same duties class IV employee, the same salary and conditions of services should be given.

11. On the other hand the management also argued, the claim of the workman he was continuous working at Rangara Branch and then Dholbazzza Bazar Branch from 04.07.2007 as a peon is not at all established by the workman either by oral or documentary evidence because the documents as Extd. by the workman clearly shows that he was engaged in Dholbazzza Bazar Branch as and when required basis for which he was dully paid as Ext.-W/2 the statement of bank account i.e period of 24.12.2011 to 05.07.2014 but the payment he received from the bank was of few dates i.e of 16.01.2014, 08.02.2014, 15.03.2014, 19.05.2014 and 02.11.2013 only had the workman discharged his duties on Dholbazzza Bazar Branch regular and continuous, he might has received payment from the bank regularly i.e not evident from the workman documents Ext.-W/2 itself because workman himself admits he was getting payment in his account. More ever there was no sanctioned post in the said two branches as per the claim of the workman i.e also admitted by the management witness but nothing is countered by the workman side. Workman also failed to establish his details of working by way of any cogent evidence rather workman himself admits he was told by the Branch Manager to do the cleaning work and putting register. It is further argued that management took the services of workman as and when required basis for which he was duly paid moreover workman failed to establish continuous 240 days working preceding two alleged termination dates by any cogent evidence. Bank has not committed any violation of I.D. Act as stated by the workman side. Workman himself admits that one permanent peon was appointed in Rangara Branch and one Smt. Nunu Dai Devi was posted at Dholbzaa Bazar Branch on consolidated wages that shows the workman never worked as a peon against a sanctioned post. It is further argued that the claim of the workman is not sustained by any cogent evidence so he is not entitled for any relief.

12. Considering all the facts and the materials on record as placed by the rival parties and considering the submissions of both the sides, this tribunal deals the first issue whether the complainant Manish Kumar Poddar is a workman comes under the provision of section - 2(S) of the I.D.Act. Section-2(S) of the I.D.Act says that:- **[(S) “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection**

with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) Who is subject to the Air Force, Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) Who is employed in the police service or as an officer or other employee of a prison, or
- (iii) Who is employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding 56a [ten thousand rupees] per mensem or exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

In this context the claim of the Manish Kumar Poddar is that he was orally engaged initially at Rangara Branch by the management bank from 04.07.2007 to Feb.-2010 and thereafter he discharged his duties at Dholbazzar Bazar Branch of management bank from 20.03.2010 to 19.07.2014 and this facts is also supported by the Manish Kumar Poddar in his evidence but no documentary proof of his working at Rangara Branch is placed by the Manish Kumar Poddar but whatever the document he placed before this tribunal i.e of Dholbazzar Bazar Branch. The management bank also admits this fact the services of Manish Kumar Poddar was taken by the management bank as and when required basis for which he was dully paid as per the Section-2(S) of the I.D.Act. Manish Kumar Poddar comes under the purview of workman because he was engaged by the management bank as a casual worker for which he was duly paid by the management bank. This issue goes in favour of the workman Manish Kumar Poddar.

13. Now so far the issue no.-(ii) is concerned regarding the duties as assigned by Manish Kumar Poddar in his statement of claim, this tribunal finds that no cogent evidence is produced by the workman Manish Kumar Poddar regarding his details of working taking out cash box from the strong room to the cash department, Distribute of Dak through peon book, stitching of currency and vouchers. No documentary evidence is placed by the Manish Kumar Poddar. Moreover, workman failed to produce any other witness to suffice this claim of the workman about his duties as per his statement of claim. This tribunal further finds that workman (W.W-1) himself stated before this tribunal the than Branch Manager engaged him for the cleaning of the premises and being placing registers only, this admission of the workman itself frustrated his claim of other duties. This tribunal further finds that the workman's claim, he was discharging his duties at both the branches of management bank like of peon because there was no permanent peon posted in the both the branches and there was sanctioned post of peon there but this claim is also not proved by the workman either by oral evidence or documentary evidence. This tribunal further finds that the workman himself admits when he started working at Dholbazzar Bazar Branch one NUNU Devi was posted in that branch on consolidated wages. Moreover, the management bank clearly stated through his witness M.W-1 there was no sanctioned post of the peon in the both the branches and this evidence of M.W-1 is not controverted by the workman in cross-examination. So workman Manish Kumar Poddar has been totally failed to establish his details of working as a temporary peon in the management bank.

14 So far as issue no.-3 is concerned i.e the terms of reference also, this tribunal finds that the workman Manish Kumar Poddar claims he discharged his duties like a temporary peon from 04.07.2007 to Feb.-2010 at Rangara Branch of management bank and thereafter he was engaged at Dholbazzar Bazar Branch from 20.03.2010 to July 2014 and he was working continuously there but workman Manish Kumar Poddar did not place any documentary evidence about his engagement at Rangara Branch and so it is not at all established and proved by the workman Manish Kumar Poddar. This tribunal further finds that Manish Kumar Poddar claims he was continuously discharging his duties at both branches of management bank from 04.07.2007 to 20.07.2014 preceding to termination of his service. In this connection Manish Kumar Poddar did not file any document about his services given at Rangara Branch. Moreover, the documents as placed by the Manish Kumar Poddar regarding his engagement at Dholbazzar Bazar Branch also does not confirm, he was doing continuous work at Dholbazzar Bazar Branch. This tribunal find that Ext.-W/1 shows that this is a payment vouchers of dt- 04.10.2011 of management bank amounting to Rs. 2800/- for the coolie charges paid to Manish Kumar Poddar. Further workman Manish Kumar Poddar filed his statement of A/C i.e period of 24.12.2011 to 01.07.2014 (Ext.-W/2) showing his payment given by the management bank in his account for his work. On perusal of the statement of account (Ext.-W/2), it appears that Manish Kumar Poddar received the payment of Rs. 2400/- from the management bank on 17.08.2013 and further received Rs. 2000/- from the management bank on 16.01.2014, Rs. 2400/-, on 18.02.2014 and 15.03.2014, and 1600 Rs. On 19.05.2014 by transfer. These entries show that whenever Manish Kumar Poddar discharged his duties at Dholbazzar Bazar Branch, he was duly paid by the management bank. These documents does not show he was in continuous working at management bank. This tribunal further finds that the workman Manish Kumar Poddar himself admits in his evidence that he was getting payment from the management bank in his account but his statement of account (Ext.-W/2) does not show he was discharging his duties regularly at Dholbazzar Bazar Branch rather the contention of the management is duly established to this extent the management bank took the services of Manish Kumar Poddar as and when required for which he was duly paid. This tribunal further find that the workman claims he was discharging the duties continuously more than 240 days preceding his termination on 20.04.2014 is not at all proved and established by the workman by any oral and documentary evidence. This tribunal further finds and hold that the workman Manish

Kumar Poddar was not working regularly at management bank and there was no employer and employee relationship with the management bank so his service is not taken by the management bank from 20.07.2014 on word does not come under the purview of termination and so management has committed no violation of section 25(F) of the I.D.Act, 1947 because management took the service of workman Manish Kumar Poddar as and when required basis for which he was duly paid by the management bank i.e evident from the documents of the workman. This tribunal further finds that the claim of the workman is that he was stopped from the working by the management bank from 20.07.2014 and thereafter he approached to the management bank several times for reinstatement but no cogent evidence is placed by the workman in this context because workman was very much knowing this fact that he was engaged by the management bank as a casual worker and when he stopped from working, he did not raise Industrial Dispute at that time rather he raised his dispute through his union after the laps of 4 years that appears after thought.

15. Thus on scrutinizing all the facts and the material available on record as discussed above and the submissions as placed by the rival parties, this tribunal finds and hold that workman is totally failed to establish his claim regarding his details of working as a peon and regarding his continuous work at management bank and also failed to establish, he was in continuous of service for more than 240 days in a calendar year preceding 20.07.2014. Hence the action of the management of UCO bank in terminating the service of Manish Kumar Poddar allegedly working from 04.07.2007 and terminated w.e.f 20.07.2014 is totally justified and so workman Manish Kumar Poddar is not entitled for any relief.

16 Thus on scanning of all the material available on record as discussed above, this is the considered opinion of this tribunal Manish Kumar Poddar is not entitled for any relief. This award is effected after date of publication in gazette.

This is my award accordingly.

Dictated & Corrected by me.

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 30 मई, 2024

का.आ. 1029.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आंध्रा बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (77/2006) प्रकाशित करती है।

[सं. एल-39025/01/2024-आई. आर. (बी-II)-16]

सलोनी, उप निदेशक

New Delhi, the 30th May, 2024

S.O. 1029.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.77/2006) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of M/s. Andhra Bank and their workmen.

[No. L-39025/01/202418- IR (B-II)-16]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri Irfan Qamar**
Presiding Officer

Dated the 2nd day of May, 2024

INDUSTRIAL DISPUTE L.C.No. 77/2006

Between:

Sri A. Bhoomaiah,

S/o Shivaiah,

R/o H.No.2843, Angadi Bazaar,

Mandamarri.

Adilabad District.

.....Petitioner

AND

1. The Branch Manager,

M/s. Andhra Bank,
Kalyankhani Branch,
Adilabad District.

2. Personnel-in-Charge,
M/s. Andhra Bank,

Head Office, Sultan Bazar,
Hyderabad.

....Respondent s

Appearances:

For the Petitioner : M/s. A.K. Jayaprakash Rao & M. Govind, Advocates
For the Respondent : M/s. S. Mujib Kumar & S. Vikramaditya Babu, Advocates

AWARD

Sri A. Bhoomaiah, who worked as Bhagyalaxmi Deposit Agent (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Andhra Bank seeking for declaring the proceeding dated 30.6.1998 issued by Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. **The averments made in the petition in brief are as follows:**

It is submitted that Petitioner has joined the services of the 1st Respondent in the month of May, 1978 and continuously working with unblemished record of service and discharging his duties to the utmost satisfaction of the superiors till he was illegally prevented from discharging his duties with effect from 30.06.1998. The Petitioner further submits that the 1st Respondent without assigning any valid reasons and without following the statutory provisions laid down in the industrial Disputes Act, 1947 preventing him from discharging duties, amounts to termination of services which is illegal and unjust and contrary to law. It is submitted that at the time of joining the service, he has deposited Rs.5,000/- towards the Deposit and 2 persons Security for the worth of Rs. 2,00,000/-. It is further submitted that 1st Respondent has assigned the duties of collection of amounts from customers at their residences and also maintenance of the records and the said collection amount must deposited with the cashier at the end of the working day or at early hours of next working day and the said records of collections were duly verified by the concerned officer of the Respondent. Further, it is submitted that the entire work of the Petitioner were supervised and controlled by the 1st Respondent. It is submitted that his last drawn wage is Rs. 5,000/- per month. The Petitioner submits that the Respondent management has not issued any charge sheet nor any disciplinary action initiated into any of the charges against the Petitioner in his entire period of service. The Petitioner submits that at the time of termination of the services, the Respondent management has not assigned any reasons and terminated the services without following due procedure of law. It is submitted that he has put in more than 240 days of service in each completed year of service and has worked more than 20 years of service with the Respondent bank. The Petitioner further submits that before terminating the services of the Petitioner the Respondent management has not issued any notice nor paid notice pay nor paid retrenchment compensation nor followed the statutory provisions laid down under Section 25-F of the Industrial Disputes Act, 1947 which is legal, unjust and contrary to law. It is submitted that the Respondent has not assigned any valid reasons before terminating the services of the Petitioner and preventing him from discharging his duties by an oral order for the reasons best know to them. Petitioner has though put in 240 days of service in each completed year of service for more than 20 years, not paid any compensation which amounts to retrenchment. Therefore the action of the Respondent management is illegal and unjust and contrary to law. The Petitioner submits that he has made representation to the Respondent management to consider his case for permanent absorption in the Respondent bank since he has completed 20 years of service, and his case was recommended by the 1st Respondent to the 2nd Respondent but till this date no such orders were communicated to the Petitioner. The Petitioner submits that inspite of repeated requests and representations, the Respondent management without considering the case of the Petitioner, illegally preventing him from discharging his duties which is legal, unjust and contrary to law. The Petitioner submits that with a fond hope that his case would be considered for permanent absorption in the Respondent bank and believing the version of the 1st Respondent, could not approach immediately this Hon'ble court. It is further submitted that the Respondent management has not communicated any of the termination order terminating his services till date and being aggrieved by the action of termination of his services, he has raised present dispute before this Hon'ble Court for adjudication. The Respondent management has not issued any charge-sheet nor initiated any disciplinary action into any of the charge in his entire period of service and also before termination of service. The Petitioner submits that he has neither committed any misconduct nor has acted

against the interest of Respondent bank. It is submitted that Petitioner has put in clean and unblemished record of service. Ever since the date of his illegal termination, he remained unemployed and could not secure any alternative employment inspite of his best efforts. Therefore it is prayed to hold the action of the Respondent management in termination of the services of the Petitioner by an oral order as illegal and unjustified and direct the Respondent to reinstate him into service with continuity of service with full back wages and all benefits in the interest of justice.

3. The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows:

It is incorrect to state that the Petitioner joined the service of the 1st Respondent in May, 1978 and continuously working with unblemished record of service and discharging his duties to the utmost satisfaction of his superiors till he was allegedly prevented from discharging such duties. It is also false to allege that his disengagement amounts to illegal termination from service. The Respondents submit that the Petitioner is not a workman within the meaning of the Industrial Disputes Act and as such the provisions of the Act do not apply to his case. He is not a regular employee of the bank. He was engaged only as a collection agent who works independently on commission basis and not on any monthly salary or wages. There is no master and servant relationship between the Respondents and the Petitioner, but the relationship is that of the principal and agent. The Petitioner's claim that at the time of initial engagement he deposited a sum of Rs.5000/- is false. He deposited only a sum of Rs.500/- only. The very purpose of engagement of the collection agents under the Bhagyalaxmi Deposit Scheme is to collect the amounts which customers are willing to deposit, at their residences and to deposit such collected amounts in the Bank. The amounts handed over to the bank will be verified with reference to the deposit vouchers to see whether the entire amount deposited by the depositor on any day, is remitted to the bank or not. It is absolutely false to allege that the Petitioner's last drawn "wage" is Rs.5000/- p.m. He was getting commission of around Rs.400/-p.m. and the commission cannot be termed as wage. It is submitted that he Petitioner was only an agent, there was no need for issuing any charge-sheet or taking any disciplinary action against him for any lapses and his disengagement is not tantamount to termination from service. As the Bhagyalaxmi Deposit Scheme was not yielding the expected results, the Bank closed the meager number of accounts outstanding with it, on their maturity. As per the agreement executed by the Petitioner, his agency was terminable by the principal at any time without notice in the sole discretion of the principal or the power of attorney agents of the principal. The petition is misconceived and not maintainable either under law or on facts. Under no circumstances an agent like the Petitioner, under the Bhagyalaxmi Deposit scheme is entitled to be treated as a workman or employee of the Bank, the period of agency being immaterial and irrelevant. The Petitioner is not entitled to any retrenchment compensation and Section 25 F of the LD. Act is not applicable to him. There is no illegality or unjustness in discontinuing the Petitioner's agency. Individuals like the Petitioner who are not workmen or employees of the Bank are not entitled for permanent absorption of the Bank's service. The Petitioner's representation was only forwarded to the higher authorities, but without any recommendation whatsoever, as contended by him. The petition is a highly belated and speculative one. The Petitioner is not entitled to any notice in writing. Respondents do not admit that after disengagement the Petitioner remained unemployed or could not secure any alternative employment. The question of reinstatement into service does not arise. The Petitioner is not entitled to any of the reliefs prayed for which are all misconceived.

4. On the basis of the pleadings of both parties and arguments advanced, the following points emerge for determination in this case :-

- I. Whether the Petitioner is a workman within definition of workman under Sec.2(s) of the I.D. Act, 1947?
- II. Whether the action of the Respondent in terminating the services of the Petitioner is legal and justified?
- III. Whether the Petitioner is entitled to the relief of reinstatement of service?
- IV. To what relief is the Petitioner entitled?

5. To fortify his claim, Petitioner has examined himself as WW1 and he has also relied upon the photocopies of documentary evidence, Exs.W1, W2 and W3. On the other hand, Respondent has examined MW1 in oral evidence and also filed documents Exs.M1, M2 and M3. Both parties have also filed their written submissions. Perused the record.

Findings:-

6. Point No.I: Petitioner submits that he has joined the services of the 1st Respondent in the month of May, 1978 and continuously worked with unblemished record of service and discharged his duties to the utmost satisfaction of the superiors till he was illegally terminated from discharging his duties w.e.f. 30.6.1998. Further, Petitioner submits that 1st Respondent without following the statutory provisions laid down under I.D. Act, 1947, prevented him from discharging his duties and such action of the Respondent amounts to termination of the service of the Petitioner which is illegal, unjust and contrary to law.

7. On the other hand, Respondent has contended that Petitioner is not a workman within the meaning of I.D. Act, 1947 and as such the provision of the Act do not apply to his case. He is not a regular employee of the bank and

he was engaged only as a collection agent who has worked independently on commission basis and not on monthly salary or wages. There is no master and servant relationship between the Respondent and the Petitioner, but the relationship is that of a principal and agent. Further, it is contended that Petitioner was only an agent and there were no need for issuing any charge sheet or taking any disciplinary action against him for any lapses as the Petitioner's disengagement does not amount to termination from service. Further, it is submitted that as the bank's scheme in the name of Bhagyalaxmi deposit scheme was not yielding expected results, therefore bank closed the meager number of accounts outstanding with it on their maturity and as per the agreement executed by the Petitioner, his agency was terminable by the principal at any time without notice in sole discretion of the principal. Respondent contended that present petition is misconceived, not maintainable either in law or in facts. Respondent also contended that the agent like the Petitioner under the Bhagyalaxmi scheme of the bank is not to be treated as a workman or employee of the bank. Respondent contended that Petitioner is not entitled for retrenchment compensation as provision of Sec.25F of the I.D. Act, 1947 is not applicable to him.

8. It undisputed that the Respondent bank is an industry under the I.D. Act, 1947 and Petitioner has worked with Respondent bank as collection agent under Bhagyalaxmi Scheme. Now, let us examine whether Petitioner who was the collection agent of the Respondent bank of the Scheme was covered under the definition of workman as provided u/s 2(s) of the I.D. Act, 1947. Respondent has examined witness MW1 in support of his contention who has exhibited documents Ex.M1 to Ex.M5. Ex.M1 is the copy of the agreement executed between the Petitioner and Respondent on 16.11.1978 for appointing the Petitioner as an agent of the bank for collection of deposits under the Bhagya Laxmi Deposit Scheme on commission. The clause No.3 and 4 of the agreement, Ex.M1 contains the terms and conditions out of which relevant clause is extracted below:-

"3. *Bhagya Laxmi Deposit collections made by the agents everyday shall be accounted for, and deposited in cash by him with the Principal on the next working day at the commencement of the office hours along with a statement of account and the duplicate deposit cards duly signed by the depositors, shall be submitted to the principal for verification.*

4. *The agent shall endeavour to promote and enhance the collections under Bhagya Laxmi Deposit Scheme of the Principal and shall observe honesty, courtesy, forbearance and good temper in his dealings with the customers and the public in the discharge of his duties."*

Thus, Agreement, Ex.M1, reveals that the Petitioner had worked with the Respondent bank as a collection agent under the Bhagya Laxmi Deposit Scheme. Now, the question arises whether Petitioner who worked as collection agent for the bank under the scheme, is a workman as defined under Sec.2(s) of the I.D. Act, 1947.

9. **In this context, I would like to refer the decision of the Hon'ble Supreme Court of India in the case of Indian Banks Association Vs. Workmen of Syndicate Bank 2001(3) SCC 36, wherein Hon'ble Supreme Court of India while dealing with question of status of commission agent as workman has laid down the principle, extracted below:-**

"29. *The question whether the Tiny Depositors are workmen was considered by the Madras High Court in W. A. Nos. 222, 545 and 546 of 1994, where after extensive examination of the earlier decision of the same Court in The Management of the Indian Bank v. The Presiding Officer, Industrial Tribunal (Central), Madras and Another (supra) the Bench reaffirmed the decision of the Deposit Collectors being workmen. We have already adverted to the decision earlier. In the Indian Bank case (supra) the Court had taken into consideration the different features of the job of Deposit Collectors to hold them to be workmen. They had the duty to prepare the duplicate statement of collection of the deposit amount in the collection sheets provided by the Bank, remitting the amount on the next day to the branch assigned to them. The deposit mobilisation is one of the chief functions of the bank. Opening of the account could be done only in the presence of an authorised official of the Bank though the deposit collector is permitted to receive deposits from door to door. It is the Bank official alone who can enroll the customers of the bank even if there is recommendation of the Collection Agent in his favour. The nature of the work demands in daily attendance of the deposit collector. He has to inform in advance if he is not a position to collect the deposits and if he appoints a delegate it has to be done with the prior permission of the Bank. He has also to do some clerical work like filling up relevant forms, ledgers, pass books etc. He has also to fill up the Weekly Collection Registers and also the Corresponding Challans. He has to pay 10% out of the commission due every month towards the Security. The Bank has the authority to instruct the Agent not to enroll new subscribers at any time. The fact that the Agent could terminate the Agency with a month's notice to the Bank showed that it was a contract of service. The Agent was required to produce physical fitness certificate which would not have been necessary had it only been a contract for service. Lastly, it was also a condition that the Agent is to be taken to task if any depositor closed the account within a period of two years of its opening in which event the Agent was to suffer a reduction in the commission. In the latter case the Court found such conditions also to be more or less present, which persuaded it to be in entire agreement with the conclusions reached in the earlier case.*

30. *The Tribunal in coming to the conclusion that the Deposit Collectors are Workmen has taken the almost identical factors into consideration. It reached the finding, on the basis of such factual considerations, that it is clear that these Deposit Collectors have duties which are manual as well as clerical and that many of them perform duties similar to*

the duties of Cashier in the Bank. They work as per the terms of the agreement and they also do work as per the instructions and guidelines given by the Manager of Bank. They are subject to the supervision and control of the Bank. Of course, in the day to day collection work there is no continuous supervision over their work and they have ample time to do the work according to their convenience. But placing reliance on the decision of the S.J.T. House case (supra) the Tribunal held that the right to control the manner of work is not an exclusive test. We have already adverted to the different principles involved by the Apex Court to find the engagement of a person as a workman or not, and we have no doubt that all such principles applied to the Deposit Collectors have to lead inescapably to the conclusion of their being workmen. We are in complete agreement with the decisions of the Madras High Court in W.A. Nos. 222, 545 and 546 of 1994 that the decisions of the Supreme Court in Management of Puri Urban Cooperative Bank v. Madhusudhan Sahu and Another (supra) does in no way alter the position. As we have discussed earlier, the terms of engagement of an appraiser in the Bank are wholly different from that of the Deposit Collectors."

Similarly, in the present matter as per agreement Ex.M1, Respondent has engaged the Petitioner as a collection agent under the Bhagya Laxmi Deposit Scheme on commission basis. Clause No.2,3, and 4 of Ex.M1 goes to reveal that the Petitioner worked as collection agent and his duty was to collect the amount from customer of the scheme and obtain their signature issuing the receipt and deposit the collection into the bank with statement of account and duplicate deposit card shall also be submitted by him with the principal on the next working day at the commencement of the office hours. Further, as per terms of Ex.M1 the Petitioner has also enjoyed the duty that he has to endeavour to promote and enhance the collections under the Bhagya Laxmi Deposit Scheme of the Principal and shall observe honesty, courtesy, forbearance and good temper in dealing with the outsiders and public in discharge of his duties. The para 6 of the Ex.M1 contained that Petitioner agent shall be entitled for payment of commission at 2 ½ % or such other ratio as may fixed by the Principal from time to time on the total collections made by the Agent during the period of a calendar month. Thus, from the aforesaid terms and conditions contained in agreement Ex.M1, regarding Petitioner's duty as a collection agent under the Bhagya Laxmi Deposit Scheme of the Respondent bank has established that the Petitioner is a workman as defined under Sec.2(s) of the I.D. Act, 1947. In view of the law laid down in **Indian Banks Association Vs. Workmen of Syndicate Bank 2001(3) SCC 36**, as discussed above. I am constrained to hold that the Petitioner in the present matter who has worked as collection agent is covered under the definition of workman u/s 2(s) of the I.D. Act, 1947.

Thus, Point No.I is answered in favour of the Petitioner and against the Respondent.

10. **Point No.II:** Witness WW1 in his chief examination affidavit has deposed that he joined the services of the first Respondent in the month of May, 1978 as a Bhagya Laxmi Deposit Scheme agent and continuously worked with unblemished record of service to the satisfaction of the superiors till he was illegally terminated from service w.e.f. 30.6.1998. Further, WW1 states that Respondent without following the statutory provisions laid down in the I.D. Act, 1947 prevented him in discharging his duties which is nothing but retrenchment from service as well as illegal, unjust and contrary to the law. Further, witness states that, before termination of his services Respondent has not issued any notice or charge. WW1 states that, he has completed 240 days of service on every calendar year of his service and Respondent has not issued, any notice or charge sheet or notice pay in lieu of notice, before his disengagement which is illegal, unjust and contrary to law. Witness WW1 was cross examined by the Counsel for Respondent but the witness has not been cross examined on the fact that the Petitioner had worked for 240 days in a calendar year with the Respondent. WW1 was also not cross examined on the point that any notice or charge sheet has not been issued by the Respondent before his termination from services. Thus, aforesaid statement of WW1 remained uncontraverted on the point that, he had worked for 240 days in a calendar year continuously and before his termination Respondent did not issue any charge sheet or notice and not paid notice pay in lieu of notice or any compensation u/s 25F of the I.D. Act, 1947. Petitioner has also submitted document Ex.W1 in evidence. Ex.W1, which goes to show that, a certificate has been issued by the Respondent bank on 15.6.1983 in the name of the Petitioner, Sri A. Bhoomaiah. The contents of the certificate Ex.W1 reads as under:-

"This is to certify that Sri A. Bhoomaiah is working as a Bhagya Laxmi daily collection Agent from May, 1978. He is reliable, industrious and having hard working nature. His character and conduct are excellent."

Thus, Ex.W1 also supports the averment of the Petitioner that during service of Respondent his record was unblemished. Further, Ex.W2 is a recommendation letter dated 19.12.1997 written by Manager of Respondent Bank, to the Regional Manager for recommendation of the name of the Petitioner for appointment in the bank. These documents, Ex.W1 and W2 goes to reveal that the Petitioner had worked with the Respondent Management and having unblemished record of service. These documents further goes to establish that Petitioner had worked with the Respondent since 1978 till his disengagement on 30.6.1998 for almost 20 years of the service.

11. On the other hand, Respondent has not contended in counter affidavit that the Petitioner has not worked for 240 days in a calendar year just preceding from the date of his disengagement. The only contention of the Respondent is that the Petitioner is not entitled to any retrenchment compensation under Sec.25F of the I.D. Act, 1947 as Petitioner is not a workman as defined under Sec.2(s) of the Disciplinary Authority. But this issue that the Petitioner is covered under the definition of workman as defined under Sec.2(s) of the I.D. Act, 1947 has been

answered at Point No. 1 of this Award in view of settled law laid down by **Hon'ble Supreme Court of India in the case of Indian Banks Association Vs. Workmen of Syndicate Bank 2001(3) SCC 36**. Thus, the plea of the Petitioner that he had worked for 240 days continuously in a calendar year remained uncontraverted and established by the evidence on record. Although, Respondent has examined witness MW1 and in his cross examination, MW1 has admitted the fact that the Petitioner was not given one month notice as contemplated in Para 8 of the Ex.M1. Respondent bank also did not give any such notice, as it not required. Further, this witness states that, Petitioner terminated the agency by himself through his conduct i.e., not collecting the amounts and depositing in the bank. Further, MW1 states that bank has not given any notice to him complaining against his failure to collect amount from depositors. Witness also states that they have not received any complaint from the depositors to the effect that Petitioner was not collecting the amounts from them. Further, MW1 states that it is not true to suggest that since they have orally terminated the services of the Petitioner as an agent they have not issued any notice to him questioning about his conduct of not collecting amounts from depositors. Further, witness admits that it is true that as per legal filed by them before the court, agents are workmen under I.D. Act. Further, witness admits that, they have not paid any terminal benefits to the Petitioner. He is entitled for only gratuity as per the awards of the court since Petitioner has not made any claim that they have not paid gratuity to him. Further, witness also admitted, "It may be true that since Petitioner was sincerely discharging his duties one Mr. Pankaj Kumar, Bank Manager has recommended to the Regional Manager of Respondent vide letter dated 19.12.97 for his absorption on regular basis in the bank. Ex.W4 is copy of the said letter." Further, witness denied the suggestion that, "It is not true to suggest that Petitioner is entitled for all terminal benefits and retrenchment compensation since he completed 240 days of work in each completed year of work prior to his termination. The witness adds, he was not our employee and we have not terminated his services." Thus, from the above statement of the witness MW1 in cross examination, it is clearly established that before termination of the services of the Petitioner, Respondent has not issued any notice nor paid any compensation to him.

The relevant provision under Sec.25F of the I.D. Act, 1947 is extracted as follows:-

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Thus, from the provision contained under Sec.25F of the I.D. Act, 1947, it is clear that before retrenchment of workman one month notice in writing is mandatory and also payment of compensation. But the Respondent in this matter has not issued any notice to the Petitioner before his termination nor paid any compensation under the provision of the Sec.25F of the Act. Therefore, the termination of the agency of the Petitioner by the Respondent is in violation of the Sec.25F of the I.D. Act, 1947.

This Point is answered in favour of the Petitioner and against Respondent.

12. Points No.III & IV:- Now, the question arises whether Petitioner who has been terminated by the Respondent in contravention of the provision of Sec.25F of the I.D. Act, 1947 is entitled for reinstatement into service of the Respondent bank. In a number of decisions Hon'ble Supreme Court of India has laid down the principles regarding reinstatement of workman in case of termination of workmen in contravention of the provision of I.D. Act, 1947. Hon'ble Apex Court has held that ordinarily, the Tribunal should not pass the order for reinstatement of workman even the retrenchment of the workman found in contravention of the provision of Sec.25F of the Act. Therefore, the appropriate remedy to grant would be to award compensation to the workman in such case. Hon'ble Supreme Court of India in the case of BSNL Vs. Bhurumal, Civil Appeal No.10957/2015 have held:-

"It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee." Jagbir Singh has been applied very recently in Telegraph Deptt. V. Santosh Kumar Seal[12], wherein this Court stated: (SCC p.777, para 11) "In view of the aforesaid legal position and the fact that the workmen were engaged as daily wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice."

23. *It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

Therefore, in view of the fore gone discussion and the law laid down by the Hon'ble Apex Court as discussed above, Petitioner is not entitled for reinstatement and he is entitled for award of compensation for his termination from services in contravention of the provision of Sec.25F of the I.D. Act, 1947.

13. Now, the question arises that in the present case for how much compensation, Petitioner is entitled for. From the perusal of the record, it is established that Petitioner has put in more than 20 years of service in the Respondent bank and he has been illegally terminated by the Respondent in contravention of provision of Sec.25F of the I.D. Act, 1947. After putting in 20 years of life into the service of the Respondent bank, he would not be able to get new employment at this juncture of his life. Further, due to his illegal termination, his family members has also suffered for their livelihood. Therefore, keeping the facts and circumstances of the case, I am of the view that the award of compensation to the Petitioner to a tune of Rs.2,00,000/-(Rupees Two Lakhs) would be sufficient to meet the end of justice.

Thus, Points No.III & IV are answered accordingly.

AWARD

In view of the fore gone discussion and finding at Points No.I II,III & IV, I am of the considered view that the action of the Respondent in terminating the services of the Petitioner Sri A. Bhoomaiah is held illegal and unjustified as being in violation of Sec.25F of the I.D. Act, 1947. Since he has been terminated from the service in the year 1998, therefore, the Petitioner is entitled to a compensation of Rs.2,00,000(Rupees Two Lakhs only) against his illegal termination. Thereby the Respondent is directed to pay the amount within three months after receiving copy of this award, with all attendant benefits due to the Petitioner, failing which he has to pay the interest of 12% p.a.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 2nd day of May, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

WW1: Sri A. Bhoomaiah

MW1: Sri B. Prasad Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of service certificate issued to Petitioner dt.15.6.1983

Ex.W2: Photostat copy of lr. from R1 to Regional Manager, Respondent bank, Nizamabad recommending for absorption of Petitioner dt.19.12.97

Ex.W3: Photostat copy of the application of the Petitioner to Ministry of Labour & Employment, State of A.P. dt.20.10.2005

Documents marked for the Respondent

Ex.M1: Agreement of agency dated 3.5.1978 entered into by Respondent with the Petitioner

Ex.M2: Indenture of Guarantee dt. 3.5.1978 executed by sureties of Petitioner

Ex.M3: Photostat copy of the award dt. 22.12.1988 passed in ID No.14/1980

Ex.M4: Photostat copy of order passed in WP No.9783/1989 dt. 28.3.1997 by Hon'ble High Court of A.P.

Ex.M5: Photostat copy of order passed in Civil Appeal No.3355/1998 & Batch dt. 13.2.2001 of Hon'ble Supreme Court of India

नई दिल्ली, 30 मई, 2024

का.आ. 1030.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विशाखापत्तनम पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (39/2016) प्रकाशित करती है।

[सं. एल-34012/1/2016-आई. आर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 30th May, 2024

S.O. 1030.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 39/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Visakhapatnam Port Trust and their workmen.

[No. L-34012/1/2016– IR (B-II)]

SALONI, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 16th day of April, 2024

INDUSTRIAL DISPUTE No. 39/2016

Between:

Smt. Rajana Padma Mary,

W/o Late Rajana Albert Raju,

D.No. 34-4-32, Post Office Street,

Gnanapuram,

Visakhapatnam.

.....Petitioner

AND

1. The Chairman,

Visakhapatnam Port Trust,

Port Area,

Visakhapatnam-530001.

2. The Chief Medical Officer,

VSP, Medical Department,

Visakhapatnam-530001.

... Respondents

Appearances:

For the Petitioner : M/s. R. Madhusudan Rao & M. Prasanna, Advocates

For the Respondent : M/s. V. Uma Devi, B. Anantha Laxmi & N. Sakunthala, Advocates

AWARD

The Government of India, Ministry of Labour by its order No.L-34012 /1/2016 -(IR(B-II)) dated 09.09.2016 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Visakhapatnam Port Trust and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Visakhapatnam Port Trust in not providing compassionate employment to the son of Late Rajana Albert Raju, Ex- Ward Boy, Visakhapatnam Port Trust is legal and justified? If not, to what relief Smt. Rajana Padma Mary, W/o Late Rajana Alber Raju and other family members are entitled?”

The reference is numbered in this Tribunal as I.D. No 39/2016 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for exparte Evidence. Despite sufficient opportunity accorded Petitioner remained absent and none present on behalf of Petitioner. Therefore, in absence of any substantiated evidence by Petitioner, the case is dismissed and a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 16th day of April, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 मई, 2024

का.आ. 1031.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इण्डिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (01/2005) प्रकाशित करती है।

[सं. एल-12011/161/2004-आई. आर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 30th May, 2024

S.O. 1031.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.01/2005) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Jaipur* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-12011/161/2004- IR (B-II)]

SALONI, Dy. Director

अनुलग्नक

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

पीठासीन अधिकारी

राधा मोहन चतुर्वेदी

सी.जी.आई.टी. प्रकरण सं.— 01 / 2005

Reference No. L-12011/161/2004-IR (B-II)

Dated: 17.12.2004

श्री चन्द्रभान पुत्र श्री धुरिया राम, द्वारा श्री भोपाल सिंह, 2-ए-23 हाउसिंग बोर्ड कॉलोनी, कुन्हाड़ी, कोटा, (राज.)।

.....प्रार्थी

बनाम

4. उप महाप्रबंधक/वरिष्ठ प्रबंधक (कार्मिक) यूनियन बैंक ऑफ इण्डिया, क्षेत्रीय कार्यालय, वीर प्रताप भवन, शास्त्री मण्डी, नेहरू गार्डन मार्ग, जालन्धर 144001

.....अप्रार्थीगण/विपक्षी

उपस्थित:—

: श्री आर. सी. जैन, अभिभाषक प्रार्थी।

: श्री मुनेश चन्द्र शर्मा, अभिभाषक (श्री रुपिन के. काला, अभिभाषक की ओर से) —विपक्षीगण।

: अधिनिर्णय :

दिनांक : 27.02.2024

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 17.12.2004 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) (डी) व 2A के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :—

“Whether the action of the Union Bank of India, Regional Office, Jalandhar in awarding punishment of Compulsory retirement to Shri Chandrabhan vide order dated 28.07.2003 is legal and justified and proportionate to gravity of the misconduct? If not, to what relief the workman is entitled to? ”

2. दिनांक 11.01.2005 को प्रार्थी की ओर से दावे का अभिकथन प्रस्तुत किया गया जिसके संक्षिप्त तथ्य निम्नानुसार हैं:
3. प्रार्थी विपक्षी बैंक की कोटा शाखा में लिपिक/ प्रधान रोकडिया श्रेणी—ई, के पद पर 01.07.1977 से कार्यरत था। दिनांक 17.03.2003 को विपक्षी द्वारा प्रार्थी को एक आरोप पत्र दिया गया। आरोपों की जाँच हेतु आरोप पत्र में ही श्री एस. के. कपूर को जाँच अधिकारी नियुक्त करते हुये अनुषासनिक अधिकारी भी घोषित कर दिया गया। दिनांक 08.07.2003 को प्रार्थी को व्यक्तिगत सुनवाई हेतु नोटिस जारी किया गया जिसके साथ प्रारम्भिक निष्कर्ष और प्रस्तावित दण्ड भी प्रार्थी को प्रेषित किये गये। किन्तु इस पत्र के साथ जाँच प्रतिवेदन नहीं दिया गया। व्यक्तिगत सुनवाई के उपरांत दिनांक 28.07.2003 को विपक्षी द्वारा प्रार्थी के विरुद्ध अनिवार्य सेवा निवृत्ति और परनिन्दा के दण्डादेश पारित कर दिये गये। यह दण्डादेश अनुचित और अवैध है, तथा दुराचरण को देखते हुये अनुपातनिक रूप से अत्यधिक कठोर है।
4. प्रार्थी ने उसके विरुद्ध संपन्न की गई जाँच को दावे के अभिकथन के पैरा सं. 6 (1) (A से K) में वर्णित आक्षेपों द्वारा अनुचित एवं अवैध ठहराया है। प्रार्थी का कथन है कि वास्तव में प्रार्थी का यह दुराचरण न होकर एक भूल थी जिसके कारण बैंक को कोई आर्थिक नुकसान नहीं हुआ। प्रार्थी के विरुद्ध पारित दण्डादेश गैर अनुपातिक है जो उसे शोषित करने के लिए दिया गया है। अतः विपक्षी द्वारा पारित दण्डादेश को अनुचित एवं अवैध घोषित कर दण्डादेश को अपास्त किया जावे और प्रार्थी को देय समस्त आर्थिक परिलाभ प्रदान किये जावें।
5. दिनांक 26.04.2005 को विपक्षी बैंक ने वादोत्तर में प्रार्थी के विरुद्ध की गई जाँच को पूर्णतः वैध एवं उचित कहते हुये यह भी कहा है कि प्रार्थी ने उसके विरुद्ध लगाये गये आरोपों को स्वेच्छा से स्वीकार किया है और स्वीकृति का लिखित पत्र भी दिया। इस स्थिति में जाँच अधिकारी को किसी प्रकार की जाँच की आवश्यकता नहीं थी। किंतु कुछ दस्तावेज जो आरोप से संबंधित थे प्रस्तुतकर्ता अधिकारी द्वारा प्रस्तुत किये गये जिन्हें प्रार्थी को दिखाकर अभिलेख पर लिया गया और कार्यवाही की लिखित प्रति प्रार्थी को दे दी गई। व्यक्तिगत सुनवाई में भी प्रार्थी ने अपना अपराध स्वीकार करते हुये उदारता बरतने की प्रार्थना की। प्रार्थी द्वारा प्रस्तुत अपील का निस्तारण भी दिनांक 05.01.2004 को कर दिया गया। प्रार्थी के विरुद्ध जो आरोप प्रमाणित हुये उनके आधार पर अनिवार्य सेवा निवृत्ति का दण्ड नरम रूख अपनाते हुये दिया गया था। प्रार्थी के कृत्य से बैंक की साँख पर प्रभाव पड़ा और ग्राहकों की दृष्टि में बैंक की प्रतिष्ठा को आघात लगा। आरोप पत्र में वर्णित आरोप स्पष्ट हैं जिन्हें समझकर प्रार्थी ने स्वीकार किया था। अपराध स्वीकार करने के लिये प्रार्थी पर कोई दबाव नहीं डाला गया। बैंक को दुराचरण से कोई आर्थिक क्षति पहुँचना कोई आवश्यक नहीं है। अतः वाद निरस्त किया जावें।
6. चूँकि यह विवाद प्रार्थी के विरुद्ध की गई घरेलू जाँच से संबंधित है, अधिकरण के तत्कालीन पीठासीन अधिकारी द्वारा दिनांक 26.05.2006 को घरेलू जाँच की ऋजुता और शुद्धता का परीक्षण करते हुये उक्त जाँच को शुद्ध एवं उचित होना पाया गया।
7. तदुपरांत इस विवाद का निस्तारण पीठासीन अधिकारी का पद लम्बे समय तक रिक्त रहने से विलंबित हुआ। अंततः दिनांक 05.02.2024 एवं 07.02.2024 को मंने उभयपक्ष के तर्क गुणागुण पर अधिनिर्णय पारित करने के पूर्व सुने और उपलब्ध सामग्री का ध्यान पूर्वक अवलोकन किया।
8. प्रार्थी की ओर से प्रस्तुत तर्कों में विद्वान प्रतिनिधि ने यह कहा है कि प्रार्थी को दिये गये आरोप पत्र में यह स्पष्ट ही नहीं है कि प्रार्थी ने कौन सा कृत्य गंभीर दुराचरण का किया और कौन सा कृत्य लघु दुराचरण का था। वस्तुतः प्रार्थी पर दबाव डाल कर आरोप स्वीकृति का पत्र ले लिया गया किंतु उस पत्र को भी सम्पूर्ण रूप से ग्रहण किया जाना चाहिये जिसमें प्रार्थी ने उन परिस्थितियों का स्पष्टीकरण दिया है जिसके अन्तर्गत धनराशि जमा करने में कुछ विलम्ब हुआ। प्रार्थी के कृत्य से विपक्षी बैंक को न तो कोई आर्थिक क्षति पहुँची न प्रतिष्ठा को कोई आघात लगा। जाँच कार्यवाही के दौरान प्रदर्श M- 5 से लेकर प्रदर्श M- 13 तक प्रलेखों को जाँच के निष्कर्ष का आधार बनाया गया है, किंतु इन प्रलेखों को जिन व्यक्तियों द्वारा निर्मित किया गया उन्हें साक्ष्य में परीक्षित ही नहीं किया गया। साक्षी के परीक्षण के बिना प्रलेखों को प्रमाणित नहीं माना जा सकता। मात्र अपराध स्वीकार कर लेने के आधार पर प्रार्थी को

बिना कोई साक्ष्य लिये दोषी ठहराया जाना न्यायोचित नहीं है। अपीलीय अधिकारी और अनुशासनिक अधिकारी द्वारा पूर्वाग्रह—ग्रस्त होकर दण्डादेश पारित किये गये हैं जिन्हें पुष्ट नहीं किया जाना चाहिये। प्रार्थी की ओर से उनके समर्थन में निम्नांकित न्यायिक दृष्टांत प्रस्तुत किये गये।

1. 2011 (131) FLR 369 (सुप्रीम कोर्ट) अनिल गिल्लूरकर बनाम बिलासपुर रायपुर क्षेत्रीय ग्रामीण बैंक।
 2. 1985 (II) LLJ 296 (गुजरात) नटवर भाई एस. मकवाना बनाम यूनियन बैंक ऑफ इण्डिया व अन्य।
 3. 2009 (I) LLN 806 (सुप्रीम कोर्ट) रूपसिंह नेगी बनाम पंजाब नेशनल बैंक।
 4. 2009 (3) WLC (राज.) 706 राजेन्द्र कुमार भोला बनाम स्टैट ऑफ राजस्थान।
 5. AIR 1976 (सुप्रीम कोर्ट) 330 मै. बरेली इलेक्ट्रिसिटी सप्लाई कम्पनी बनाम दी वर्कमेन व अन्य।
 6. 2019 (2)WLC (राज.) UC 09 चीफ मेनेजर R.S.R.T.C. टोंक बनाम भवानी शंकर ढोली।
 7. सिविल अपील सं. 4410/2012 (सुप्रीम कोर्ट) निर्णय तिथि 01.06.2022 यूनियन ऑफ इण्डिया व अन्य बनाम सुरेश कुमार सिंह।
 8. 2019 LLR 506 (पंजाब हरियाणा) यूको बैंक बनाम पीठासीन अधिकारी, CGIT कम लेबर कोर्ट—2 चंडीगढ़।
 9. 2010) 2 WLN 23 (राजस्थान) यूनियन ऑफ इण्डिया बनाम राजेन्द्र प्रसाद शर्मा।
 10. 1990 (60) FLR 161 (इलाहाबाद) मंगल सैन बनाम स्टैट ऑफ यू. पी.।
 11. 2001 (II) LLJ 1035 (राज.) भरतपुर सैण्ट्रल कॉप. बैंक लि. बनाम पीठासीन अधिकारी, लेबर कोर्ट।
 12. 1993 (I) LLJ 390 (कलकत्ता) इलाहाबाद बैंक बनाम प्रोनव कुमार मुखर्जी।
 13. 1999 (I) LLJ 1186 (मद्रास) सेल्वराज पी. बनाम एम. डी. कट्टा वॉमन ट्रान्सपोर्ट कॉप. लि.।
 14. 1998 (I) LLJ 694 (सुप्रीम कोर्ट) कलर केम लि. बनाम अलासपुरकर A.L. व अन्य।
 15. 2021 (169) FLR 128 (सुप्रीम कोर्ट) यूनियन ऑफ इण्डिया लि. बनाम पी. बालासुब्रामणियम।
 16. (1998(57) FLR 719 (सुप्रीम कोर्ट) स्कूटर्स इण्डिया लि. बनाम लेबर कोर्ट व अन्य।
9. विपक्षी के अभिभाषक ने प्रार्थी के तर्कों का विरोध करते हुये यह कहा है कि प्रार्थी के दुराचरण से बैंक की प्रतिष्ठा को क्षति पहुँची है तथा ग्राहकों की दृष्टि में बैंक की विश्वसनीयता कम हुई है। प्रार्थी ने स्वेच्छा से उस पर लगाये गये आरोपों को स्वीकार करते हुये लिखित पत्र प्रदर्श D-2 दिया है। उसके लिखित स्पष्टीकरण को भी विचारित करते हुये प्रार्थी के प्रति नरमी बरती गई है। प्रार्थी को सेवा से बर्खास्त न करते हुये अनिवार्य सेवा निवृत्ति का दण्ड दिया गया है। प्रार्थी को विश्वास में लेने के उपरांत ही प्रस्तुतकर्ता अधिकारी ने जो प्रलेख प्रदर्श M-5 से प्रदर्श M-13 तक जॉच अधिकारी के समक्ष प्रस्तुत किये उन्हें प्रार्थी को दिखाते हुये समस्त कार्यवाही से अवगत कराया गया और कार्यवाही की प्रतिलिपि दी गई। जॉच कार्यवाही पर किये गये सभी आक्षेप निराधार पाये गये हैं और जॉच कार्यवाही को उचित एवं शुद्ध पाया गया है। इस लिये पारित किये गये दण्डादेश में कोई हस्तक्षेप किया जाना अपेक्षित नहीं है। उन्होंने अपने तर्कों के समर्थन में निम्न लिखित न्यायिक दृष्टांत प्रस्तुत किये।
1. (2009) 15 SCC 620 चेरमेन कम मेनेजिंग डायरेक्टर कोल इण्डिया लि. बनाम मुकुल कुमार चौधरी।
 2. (2008) 05 SCC 569 चेरमेन एण्ड मेनेजिंग डायरेक्टर V.P.S. व अन्य बनाम गोपाराजू श्री प्रभाकर हरिबाबू।
 3. 1996(1) SLR 645 (सुप्रीम कोर्ट) ADM (सिटी) आगरा बनाम प्रभाकर चतुर्वेदी व अन्य।
 4. RLW 2000(2) राज- 906 खादी ग्रामोद्योग प्रतिष्ठान बीकानेर बनाम स्टैट ऑफ राजस्थान।
 5. 2003(3) CDR 2330 (राज.) रामपाल चौहान बनाम मारवाड़ ग्रामीण बैंक।
 6. (2009) 03 SCC 97 एक्स. कान्स्टेबल रामबीर सिंह बनाम यूनियन ऑफ इण्डिया।
 7. (2005) 10 SCC 84 दमोह पन्ना सागर आर. आर. बैंक बनाम मुन्ना लाल जैन।
 8. (2005) 07 SCC 435 भारतीय स्टैट बैंक बनाम बेला बागची व अन्य।
 9. (1999) 04 SCC 759 भारतीय स्टैट बैंक बनाम टी. जे. पाल।

10. (1984) 01 SCC 43 के. एल. त्रिपाठी बनाम स्टेट बैंक ऑफ इण्डिया।
11. (1996) 09 SCC 69 डिजीपिलीनरी ऑथोरिटी कम रीजनल मेनेजर बनाम निकुंज बिहारी पटनायक।
12. (1998) 04 SCC 310 यूनियन बैंक ऑफ इण्डिया बनाम विश्व मोहन।
13. (2010) 11 SCC 233 जनरल मेनेजर (P) पंजाब एण्ड सिंध बैंक बनाम दया सिंह।
14. (2003) 03 SCC 605 रीजनल मेनेजर UPSRTC इटावा बनाम होतीलाल।
15. (1996) 06 SCC 590 न्यू शोरांक मिल्स बनाम महेश भाई टी. राव।
16. (2011) 04 SCC 584 SBBJ बनाम नेमीचन्द नलवाया।
17. (2005) 06 SCC 321 कैनरा बैंक बनाम वी. के. अवस्थी।
18. 2008(iii) LLJ 567 (सुप्रीम कोर्ट) स्टेट बैंक ऑफ इण्डिया बनाम एस. एन. गोयल।
19. (2008) 14 SCC 445 नौहर लाल वर्मा बनाम डिस्ट्रिक्ट कॉप. सैण्ट्रल बैंक लि. जगदलपुर।
20. (2005) 03 SCC 254 डिजीजनल कन्ट्रोलर K.S.R.T.C. (NWKRTC) बनाम A.T. माने।
21. (1987) 04 SCC 691 किश्चयन मेडीकल कॉलेज हास्पिटल एम्प. यूनियन व अन्य बनाम किश्चयन मेडीकल कॉलेज एसो. वेल्लौर व अन्य।
- 22- 2008 (116) FLR 285 (कर्नाटक) N.R. साजिद बनाम K.S.R.T.C.
23. 2009 (121) FLR 979 R.S.R.T.C. बनाम कमरुद्दीन।
24. 1982 (1) (LLJ) 46 स्टेट ऑफ हरियाणा बनाम रतन सिंह।
25. (2003) LLR 436 सुप्रीम कोर्ट चेयरमेन एण्ड मेनेजिंग डायरेक्टर यूको बैंक बनाम पी. सी. कक्कड़।
26. (2006)1 SCC 63 कर्नाटक बैंक लि. बनाम A.L. मोहन राव।
27. 1995 (6) 750 यूनियन ऑफ इण्डिया बनाम ठण्ण चतुर्वेदी।
28. (2011) 4 SCC 545 स्टेट ऑफ उत्तर प्रदेश बनाम जे. पी. सारस्वत।
29. J.T. 2011 (7) SC 91 स्टेट ऑफ मैसूर बनाम M.C. कृष्णप्पा।
30. (1972) 11 LLJ 328 मै. बनारस इलेक्ट्रिक लाईट एण्ड पावर कम्पनी बनाम लेबर कोर्ट 2 लखनऊ।
31. (2010) 6 SCC 555 U.P.S.R.T.C. बनाम सुरेश चन्द्र शर्मा।
10. मॅने उभयपक्ष के तर्कों, उपलब्ध जाँच कार्यवाही के अभिलेख एवं न्यायिक दृष्टांतों में प्रतिपादित विधि पर ध्यान पूर्वक मनन किया।
11. इस विवाद में निम्नांकित विचारणीय बिन्दु विनिश्चय हेतु उत्पन्न हुये हैं:
 1. क्या प्रार्थी के विरुद्ध घरेलू जाँच के दौरान लगाये गये आरोप अस्पष्ट हैं तथा प्रार्थी द्वारा की गई आरोपों की स्वीकृति स्वैच्छिक नहीं है?
.....प्रार्थी
 2. क्या जाँच अधिकारी द्वारा विपक्षी द्वारा प्रस्तुत प्रलेखों को बिना किसी साक्षी का परीक्षण किये प्रदर्शित कर प्रमाणित मानते हुये अविधि पूर्ण रीति से अपने निष्कर्ष का आधार बनाया गया?
.....प्रार्थी
 3. क्या प्रार्थी पर आरोपित दण्ड उसके विरुद्ध प्रमाणित दुराचरण के अननुपाती है जिसे अधिकरण द्वारा अपास्त किया जाना न्यायोचित है?
.....प्रार्थी
 4. अनुतोष:
12. विचारणीय बिन्दु सं.-1

13. प्रार्थी का यह आक्षेप है कि आरोप पत्र से यह प्रकट ही नहीं होता है कि कौन सा दुराचरण गंभीर प्रकृति का है और कौन सा लघु प्रकृति का। आरोप पत्र से यह भी प्रकट नहीं होता है कि द्विपक्षीय समझौते के किस अनुच्छेद के अन्तर्गत आरोपित कृत्य दुराचरण है। विपक्षी का यह विरोधी तर्क है कि आरोप पत्र में वर्णित आरोप स्पष्ट हैं, जिसमें द्विपक्षीय समझौते के अनुच्छेदों का वर्णन किये जाने की कोई आवश्यकता नहीं है। प्रार्थी ने आरोपों को सुन एवं समझकर स्वेच्छा से स्वीकार भी किया है।
14. मैंने उभयपक्ष के तर्कों पर उपलब्ध जॉच अभिलेख के सन्दर्भ में विचार किया। किसी भी घरेलू जॉच में दोषी कर्मचारी के विरुद्ध आरोप विवेचन का उद्देश्य यही होता है कि आरोपित कर्मचारी उसके विरुद्ध अभियोजित तथ्यों को भली भाँति समझ ले और उन तथ्यों के संबंध में स्वीकृति या अस्वीकृति कर सके। इस विवाद में प्रार्थी/ आरोपित कर्मचारी को आरोप पत्र के माध्यम से दुराचरण किये जाने की तिथि, कृत्य से प्रभावित व्यक्ति एवं दुराचरण के कृत्य की विशिष्टियाँ संसूचित की गई हैं। दुराचार के कृत्यों को गंभीर व लघु दुराचरण होना भी समेकित रूप में संसूचित किया गया है। जॉच कार्यवाही के विवरण में यह उल्लिखित है कि आरोपित कर्मचारी ने आरोप पत्र प्राप्त कर लिया तथा उसकी अर्न्तवस्तु को पढ़कर समझ लिया है। आरोपित कर्मचारी ने तदुपरांत एक लिखित स्वीकृति पत्र प्रदर्श D-2 प्रस्तुत करते हुये उसे अभिलेख पर लेने का जॉच अधिकारी से निवेदन भी किया है। यहाँ यह उल्लेख किया जाना असंगत नहीं है कि जॉच कार्यवाही के विवरण पर प्रार्थी ने स्वयं के हस्ताक्षर दिनांक 04.06.2003 को प्रत्येक पृष्ठ पर किये हैं, जो उसकी, कार्यवाही के प्रति सहमति के द्योतक हैं। यही नहीं उसी दिन प्रार्थी द्वारा प्रस्तुत स्वीकृति पत्र प्रदर्श D-2 पर भी न केवल प्रार्थी के वरन उसके बचाव हेतु नियुक्त प्रतिनिधि श्री वी. पी. सक्सेना के हस्ताक्षर विद्यमान हैं। इस स्थिति में यह आक्षेप निर्मूल हो जाता है कि प्रार्थी से उक्त प्रदर्श D-2 पत्र पर, दबाव डालकर और सेवामुक्ति का भय दिखाकर हस्ताक्षर करवा लिये गये हों, क्योंकि इस आक्षेप का वर्णन प्रार्थी ने किसी भी अन्य उपलब्ध अवसर पर नहीं करते हुए मात्र दावे के अभिकथन एवं तर्क के दौरान किया है। दिनांक 25.07.2003 को सम्पन्न हुई व्यक्तिगत सुनवाई के दौरान प्रार्थी ने प्रारम्भिक सुनवाई के निष्कर्ष दिनांक 08.07.2003 की प्राप्ति को स्वीकार करते हुये प्रदर्श D-2 पत्र को किसी प्रकार दबाव डालकर हस्ताक्षरित करवा लेने का परिवाद नहीं किया है। व्यक्तिगत सुनवाई की कार्यवाही पर भी प्रार्थी के हस्ताक्षर उसके बचाव प्रतिनिधि के हस्ताक्षरों सहित विद्यमान हैं।
- 15- प्रार्थी द्वारा दिनांक 08.09.2003 को प्रस्तुत किये गये अपील के ज्ञापन में, प्रार्थी द्वारा किये गये निम्नांकित कथन से वास्तविकता उजागर हो जाती है: **“Sir, though I have voluntarily given my consent to the chargesheet but now I realise that justice has not been done to me, as inquiry authority/ disciplinary authority has not considered the facts, before finally imposing the punishment which dose not commensurate to the allegation”.**
16. यही नहीं दिनांक 31.10.2003 को सम्पन्न हुई अपील पर सुनवाई के दौरान भी प्रार्थी ने अपने दावे के अभिकथन में किये गये इस आक्षेप का उल्लेख नहीं किया है, जो इस तथ्य का प्रमाण है कि प्रार्थी ने स्वेच्छा पूर्वक ही प्रदर्श D-2 संस्वीकृति पत्र दिनांक 04.06.2003 को प्रस्तुत किया है तथा किसी भी अन्य अवसर पर उसका विखण्डन करते हुये कोई आक्षेप नहीं किया है। माननीय सर्वोच्च न्यायालय ने अपने निर्णय U.P.S.R.T.C. बनाम सुरेश चन्द्र शर्मा में यह अवधारित किया है कि सिविल प्रक्रिया संहिता तथा साक्ष्य विधि के जटिल प्रावधान विभागीय जॉच कार्यवाही पर प्रायोज्य नहीं हैं। दोषी कर्मचारी को आरोप से संसूचित करना एवं उसे प्रतिरक्षा हेतु अधिकार दिया जाना ही पर्याप्त है। इस स्थिति में प्रार्थी की ओर से प्रस्तुत निर्णय अनिल गिलूरकर बनाम बिलासपुर रायपुर क्षेत्रीय ग्रामीण बैंक तथा नटवर भाई एस. मकवाना बनाम यूनियन बैंक ऑफ इण्डिया में माननीय सर्वोच्च न्यायालय और माननीय गुजरात उच्च न्यायालय द्वारा प्रतिपादित विधि, जिसमें यह कहा गया है कि जॉच में लगाये गये आरोप विषिष्ट, निषिचित तथा घटना के सम्पूर्ण विवरण सहित होने चाहिये। जॉच अस्पष्ट आरोपों के आधार पर जारी नहीं रखी जा सकती न ही दण्ड को पुष्ट किया जा सकता है, प्रार्थी के पक्ष में सहायक प्रतीत नहीं होती है।
17. इस तथ्यात्मक परिदृश्य में यही भली भाँति स्पष्ट होता है कि प्रार्थी ने उसके विरुद्ध लगाये गये आरोपों की गुरुत्ता एवं लघुता को समझकर ही आरोपों के प्रति स्वीकृति की है तथा उन आरोपों के संबंध में अपनी प्रतिरक्षा हेतु स्पष्टीकरण भी तथ्यात्मक वर्णन करते हुये किया है। इस लिये जॉच के दौरान प्रार्थी के विरुद्ध लगाये गये आरोपों में किसी भी प्रकार की अस्पष्टता प्रमाणित नहीं होती है और न ही यह प्रमाणित होता है कि प्रार्थी द्वारा की गई संस्वीकृति किसी प्रकार के दबाव या उत्प्रेरण के प्रभाव में की गई हो। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।
18. **विचारणीय बिन्दु सं.-2**
19. इस बिन्दु के संबंध में उपलब्ध अभिलेख का विवेचन करने से पूर्व विचारणीय बिन्दु सं. 1 पर प्राप्त इस निष्कर्ष को ध्यान में रखा जाना अपेक्षित है कि प्रार्थी ने स्वेच्छा से उसके विरुद्ध लगाये गये गंभीर एवं लघु प्रकृति के दुराचरण संबंधी आरोपों की संस्वीकृति की है।
20. जॉच/अनुशासनिक अधिकारी ने अपने प्रारम्भिक निष्कर्ष में यह लिखा है कि आरोपित कर्मचारी (प्रार्थी) ने प्रदर्श M-3 आरोप पत्र में वर्णित सभी आरोपों को प्रदर्श D-2 स्वीकृति पत्र द्वारा स्वीकार कर लिया है। इस लिये प्रबंधन-प्रतिनिधि, प्रबंधन की ओर से कोई साक्ष्य प्रस्तुत नहीं करना चाहते हैं। तदापि प्रबंधन ने प्रदर्श M-5 से प्रदर्श M-13 तक प्रलेख जॉच में प्रस्तुत किये हैं। इनमें से प्रदर्श M-9 से प्रदर्श M-12 तक प्रलेख महत्वपूर्ण हैं जो कि पक्षकारों द्वारा जारी किये गये चैक हैं।

21. यह सत्य है कि इन प्रलेखों को इनके लेखक/ रचयिता द्वारा जॉच के दौरान प्रमाणित नहीं करवाया गया है। किंतु इसी संदर्भ में यह महत्वपूर्ण है कि प्रार्थी ने अपने स्वीकृति पत्र प्रदर्श D-2 में आरोप सं. 1 का उल्लेख करते हुये यह कहा है कि एक लाख रुपये की धनराशि उसने स्वयं कभी उपभोग नहीं की, यह राशि त्रुटि पूर्वक एक खातेदार को अधिक भुगतान कर दी गई थी, जिसे उक्त खातेदार ने प्रार्थी को लौटाया तथा प्रार्थी ने विमल कुमार गोलियान के खाता क्रमांक— 10338 में दिनांक 23.11.2002 को जमा करवाया है। इस कथन के आधार पर प्रदर्श M-5 पत्र उक्त विमल कुमार गोलियान द्वारा लिखा गया प्रमाणित होता है। जिसमें विमल कुमार ने एक लाख रु. उसके द्वारा जमा करवाये जाने पर भी खाते में जमा की प्रविष्टि नहीं किये जाने का परिवाद 15.11.2002 को किया था। प्रदर्श M-6 वह जमा पर्ची है जिसके माध्यम से दिनांक 12.11.2002 को विमल कुमार ने एक लाख रुपये स्वयं के खाते में जमा करवाये थे। प्रदर्श M-7 वह जमा पर्ची है जिसके माध्यम से एक लाख रुपये प्रार्थी ने 23.11.2002 को विमल कुमार गोलियान के खाते में जमा करवाये हैं। इसी प्रकार प्रदर्श M-8 अर्चना इंटरप्राइजेज द्वारा लिखा गया पत्र है जो प्रार्थी द्वारा उधार ली गई राशि वापिस न लौटाने के संदर्भ में है। इस संदर्भ में प्रार्थी ने दिनांक 08.09.2003 को प्रस्तुत किये गये अपील के ज्ञापन में यह लिखा है कि उसने धन की आवश्यकता होने पर नारायणलाल रामगोपाल व मै. अर्चना इंटरप्राइजेज से तीन लाख व दो लाख रुपये उधार लिये थे। अर्चना इंटरप्राइजेज से लिया गया चैक प्रदर्श M-9 है। प्रदर्श M-12 चैक प्रार्थी द्वारा नारायणलाल रामगोपाल से तीन लाख रुपये लिये जाने का संव्यवहार दर्शाता है तथा प्रदर्श M-13 चैक प्रार्थी द्वारा उक्त फर्म को वापिस लौटाई गई राशि के संबंध में है। प्रदर्श M-11 पत्र भी नारायणलाल रामगोपाल द्वारा इसी संव्यवहार के संबंध में लिखा गया पत्र है। प्रदर्श M-10 चैक प्रार्थी द्वारा हस्ताक्षरित चैक है जिसके संबंध में प्रार्थी ने अपील के ज्ञापन में विस्तृत कथन किये हैं। इस स्थिति में यह स्पष्ट है कि जिन तथ्यों की स्वीकृति एक पक्ष द्वारा की जा चुकी हो, उन के प्रमाण स्वरूप साक्ष्य की अपेक्षा नहीं रहती है। यहाँ यह उल्लेख किया जाना भी सुसंगत है कि प्रदर्श M-5 से प्रदर्श M-13 तक समस्त प्रलेखों की प्रतिया भी जॉच के दौरान दिनांक 04.06.2003 को प्रार्थी को उसके बचाव प्रतिनिधि की उपस्थिति में प्रलेखों के विवरण सहित दे दी गई थी जिस पर प्रार्थी एवं उसके बचाव प्रतिनिधि के हस्ताक्षर, प्राप्ति के प्रमाण स्वरूप उपलब्ध हैं। यह सभी प्रलेख प्रार्थी द्वारा संस्वीकृत तथ्यों से ही संबंधित हैं, जिनके प्रस्तुतिकरण पर प्रार्थी ने जॉच, व्यक्तिगत सुनवाई और अपीलीय कार्यवाही के दौरान कोई आक्षेप नहीं किया है। इस स्थिति में प्रार्थी की ओर से माननीय सर्वोच्च न्यायालय द्वारा पारित रूपसिंह नेगी बनाम पंजाब नेशनल बैंक एवं बरेली इलेक्ट्रिसिटी सप्लाय कम्पनी बनाम दी वर्कमेन व अन्य, यूनियन ऑफ इण्डिया व अन्य बनाम सुरेश कुमार सिंह के निर्णयों में तथा माननीय राजस्थान उच्च न्यायालय द्वारा पारित राजेन्द्र कुमार भोला बनाम स्टेट ऑफ राजस्थान, चीफ मेनेजर R.S.R.T.C. टोंक बनाम भवानी शंकर ढोली, यूनियन ऑफ इण्डिया बनाम राजेन्द्र प्रसाद शर्मा एवं भरतपुर सैण्ट्रल कोऑप. बैंक लि. बनाम पीठासीन अधिकारी, CGIT के निर्णयों में तथा माननीय पंजाब एण्ड हरियाणा उच्च न्यायालय द्वारा यूको बैंक बनाम पीठासीन अधिकारी, ब्ळप् चंडीगढ़, माननीय इलाहाबाद उच्च न्यायालय द्वारा मंगल सैन बनाम स्टेट ऑफ यू. पी., माननीय कलकत्ता उच्च न्यायालय द्वारा इलाहाबाद बैंक बनाम प्रोनब कुमार मुखर्जी एवं माननीय मद्रास उच्च न्यायालय द्वारा सेल्वराज पी. बनाम एम. डी. कट्टा वीमन ट्रान्सपोर्ट कोऑप. लि. के निर्णयों में पारित विधि का अवलम्ब लिया है। इन सभी निर्णयों में प्रतिपादित विधिक अधिमत से यह मार्गदर्शन प्राप्त होता है कि विभागीय जॉच में अन्वेषण अधिकारी द्वारा एकत्र की गई संस्वीकृति की साक्ष्य को तब तक ग्रहण नहीं किया जा सकता तब तक उस साक्ष्य को साक्ष्य में परीक्षित नहीं किया जावे। प्रलेखों को बिना किसी साक्षी के परीक्षण किये, जॉच अधिकारी द्वारा जब स्वयं ही प्रदर्शित कर लिया गया हो तो ऐसी साक्ष्य को ग्रहण करते हुये किसी निष्कर्ष का आधार नहीं बनाया जा सकता है। यह मार्गदर्शन इस विवाद के तथ्यों से सुभिन्न तथ्यों के आधार पर पारित किये जाने पर में ससम्मान प्रार्थी के पक्ष में ग्रहण किये जाने योग्य नहीं पाता हूँ, क्योंकि आरोपित कर्मचारी (प्रार्थी) द्वारा आरोपों के प्रति स्वेच्छा से संस्वीकृति की गई है और प्रदर्श M-5 से प्रदर्श M-13 प्रलेखों के निष्पादन के संबंध में अभिवचन/ कथन करते हुये तत्संबंधी स्पष्टीकरण भी दिया गया है। प्रार्थी ने बैंक के ग्राहकों से ली गई राशि 2-3 माह में लौटाने का अश्वासन भी दिया है।
22. विपक्षी की ओर से इसके विपरीत माननीय सर्वोच्च न्यायालय के निम्नांकित निर्णयों में प्रतिपादित विधि का अवलम्ब लिया गया है।
1. चेरमेन कम मेनेजिंग डायरेक्टर कोल इण्डिया लि. बनाम मुकुल कुमार चौधरी
 2. चेरमेन एण्ड मेनेजिंग डायरेक्टर V.P.S. व अन्य बनाम गोपाराजू श्री प्रभाकर हरिबाबू
 3. ADM (सिटी) आगरा बनाम प्रभाकर चतुर्वेदी व अन्य
23. माननीय सर्वोच्च न्यायालय ने उपर्युक्त निर्णयों में यह अवधारित किया है कि न्यायिक पुनर्विलोकन जॉच में लिये गये विनिष्चय के विपरीत निर्देश नहीं करता वरन विनिष्चय निर्माण की प्रक्रिया तक सीमित है। दोषी द्वारा जॉच में संस्वीकृति की जाने पर किसी प्रक्रियात्मक अवैधता या अनियमितता के अभाव में आरोपित कर्मचारी के विरुद्ध आरोप प्रमाणित माने जाने चाहिये। इस प्रकार आरोप स्वीकार किये जाने पर विस्तृत जॉच की आवश्यकता नहीं होती। स्वीकृत तथ्य को प्रमाणित करने की अपेक्षा नहीं होती है।
24. इसी क्रम में माननीय राजस्थान उच्च न्यायालय ने अपने निर्णयों खादी ग्रामोद्योग प्रतिष्ठान बीकानेर बनाम स्टेट ऑफ राजस्थान में यह कहा है कि आरोप की संस्वीकृति करते हुये राशि जमा कराये जाने पर श्रमिक की सेवामुक्ति हेतु जॉच की आवश्यकता नहीं है। रामपाल चौहान बनाम मारवाड़ ग्रामीण बैंक व एक्स. कान्स्टेबल रामबीर सिंह बनाम यूनियन ऑफ इण्डिया में माननीय सर्वोच्च न्यायालय द्वारा पारित निर्णय में यह कहा गया है कि जो बिन्दु अपील प्रधिकारी के समक्ष नहीं उठाये गये वे न्यायालय के समक्ष प्रस्तुत नहीं किये जा सकते।

25. इस विधिक एवं तथ्यात्मक परिदृश्य में यह स्पष्ट है कि प्रार्थी ने विपक्षी पर संस्वीकृति को दबाव डालकर या उदारता का रूख अपनाने का अश्वसन देकर करवाने का जो आक्षेप अपने दावे के अभिकथन में किया है वह आक्षेप प्रार्थी ने न तो अपील के ज्ञापन में और न व्यक्तिगत सुनवाई में उठाया, इसलिये न्यायालय के समक्ष अब इस आक्षेप को उठाने हेतु वह अनुज्ञात नहीं किया जा सकता। यह भी स्पष्ट हो जाता है कि प्रार्थी द्वारा किया गया यह आक्षेप वास्तविक न होकर पश्चातवर्ती विचार मात्र है जिसे अपनी प्रतिरक्षार्थ दावे के अभिकथन में प्रस्तुत किया गया है जो किसी प्रकार ग्राह्य नहीं है। संस्वीकृति के तथ्यों को स्पष्टीकरण सहित ग्रहण करने पर यह स्पष्ट होता है कि प्रार्थी स्वयं ने प्रदर्श M-5 से प्रदर्श M-13 तक प्रलेखों की वास्तविकता को स्वीकार एवं पुष्ट किया है। जिन्हें किसी साक्ष्य से प्रमाणित किये जाने की आवश्यकता नहीं थी। जॉच प्रक्रिया के दौरान इन प्रलेखों को प्रार्थी द्वारा की गई स्वीकृति से सुसंगत मानते हुये विधि पूर्वक जॉच अधिकारी द्वारा ग्रहण किया गया और वैधरूप से अपने निष्कर्ष का आधार शी बनाया गया है। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।
26. **विचारणीय बिन्दु सं.-3**
27. इस बिन्दु के संदर्भ में प्रार्थी का यह तर्क है कि प्रार्थी द्वारा बैंक को न तो कोई आर्थिक हानि पहुँचायी गई है न ही बैंक की प्रतिष्ठा को किसी प्रकार धूमिल किया गया। जिस व्यक्ति के खाते में धनराशि जमा न होने का परिवाद था वह भी जमा करवा दी गई तथा परिवादी ने परिवाद भी वापिस ले लिया। प्रार्थी ने जिन व्यक्तियों से धनराशि उधार ली थी वह शी वापिस लौटा दी गई है। इस लिये प्रार्थी का कृत्य दुराशयपूर्ण दुराचार न होकर अधिक से अधिक शूल या लापरवाही पूर्ण कृत्य कहा जा सकता है। प्रार्थी के कृत्य के लिये अनिवार्य सेवा निवृत्ति का दण्ड अननुपाती है जिसे अपास्त किया जावे। उन्होंने इस संबंध में माननीय सर्वोच्च न्यायालय के निम्नांकित निर्णयों में प्रतिपादित विधि का अवलम्ब लिया है।
1. कलर केम लि. बनाम अलासपुरकर A.L. व अन्य
 2. यूनियन ऑफ इण्डिया लि. बनाम पी. बालासुब्रामणियम
 3. स्कूटर्स इण्डिया लि. बनाम लेबर कोर्ट व अन्य
28. इन निर्णयों में माननीय सर्वोच्च न्यायालय ने यह मार्गदर्शन दिया है कि यदि दण्ड आश्चर्यजनक रूप से अनुपात विहीन रहा हो तो यह अनुचित श्रम व्यवहार की कोटि में आता है। आरोपित कर्मचारी का कृत्य लापरवाही अथवा स्वभाविक भूल प्रमाणित होने पर भी वृहद दण्ड से दण्डित किया जाना न्यायोचित नहीं है। गलती करने वाले कर्मचारी को स्वयं में सुधार करने का एक अवसर दिया जाना चाहिये। यह नहीं कहा जा सकता कि जॉच के उचित एवं शुद्ध पाये जाने पर श्रम न्यायालय सेवा समाप्ति के दण्डादेश में हस्तक्षेप नहीं कर सकता हो।
29. इसके विपरीत विपक्षी का यह तर्क है कि एक बैंक अधिकारी/ कर्मचारी से उच्च कोटि की सत्यनिष्ठा व कर्तव्य परायणता की अपेक्षा होती है जिसका हनन होने पर वह अपने नियोजक बैंक का विश्वास खो देता है तथा विश्वासहीनता की स्थिति में सेवा समाप्ति का दण्ड ही उचित है। इस विवाद में प्रार्थी के प्रति उदारता बरतते हुये पदच्युति के स्थान पर अनिवार्य सेवा निवृत्ति का दण्ड देते हुये प्रार्थी को आर्थिक क्षति नहीं पहुँचायी गई है। विपक्षी ने अपने तर्क को माननीय सर्वोच्च न्यायालय के निम्नांकित निर्णयों में पारित विधि से समर्थित करने का प्रयास किया है।
1. दमोह पन्ना सागर आर. आर. बैंक बनाम मुन्ना लाल जैन
 2. भारतीय स्टेट बैंक बनाम बेला बागची व अन्य
 3. भारतीय स्टेट बैंक बनाम टी. जे. पाल
 4. के. एल. त्रिपाठी बनाम स्टेट बैंक ऑफ इण्डिया
 5. डिजीपिलीनरी ऑथोरिटी कम रीजनल मेनेजर बनाम निकुंज बिहारी पटनायक
 6. जनरल मेनेजर (P) पंजाब एण्ड सिंध बैंक बनाम दया सिंह
30. इन निर्णयों में माननीय सर्वोच्च न्यायालय ने यह मार्गदर्शन दिया है कि जब बैंक अधिकारी द्वारा बैंक से अनाधिकृत धन आहरण किया गया हो तथा बाद में ब्याज सहित लौटा भी दिया हो, फिर भी यह दुराचरण है। बैंक को कोई हानि न पहुँचने का कथन इस परिप्रेक्ष्य में कोई प्रतिरक्षा नहीं है। उच्चतर स्तर की ईमानदारी, कर्तव्य निष्ठा व सावधानी बैंक अधिकारी से अपेक्षित है। अपने प्राधिकार से बढ़कर कार्य करना अपने आप में अनुशासन भंग एवं दुराचरण है। जब खाता धारक से धानराशि प्राप्त कर ली गई एवं उसके खाते में जमा न कर मात्र पासबुक में जमा की प्रवृत्ति कर दी गई हो तो ऐसी स्थिति में खाताधारी द्वारा परिवाद वापिस ले लिये जाने तथा बैंक को कोई हानि न पहुँचाने का तर्क एक स्वीकार्य प्रतिरक्षा नहीं है तथा दुराचरण को शमित नहीं करता— दुराचरण गंभीर माना गया तथा सेवामुक्ति वैध ठहरायी गई।
31. विपक्षी ने प्रार्थी द्वारा आरोपित दण्डादेश में अधिकरण द्वारा कोई हस्तक्षेप न किये जाने का निवेदन करते हुये निम्नांकित निर्णयों में माननीय सर्वोच्च न्यायालय द्वारा पारित विधि की ओर ध्यान आर्किष्ट किया है।
1. रीजनल मेनेजर UPSRTC इटावा बनाम होतीलाल

2. SBBJ बनाम नेमीचन्द नलवाया
3. कैनरा बैंक बनाम वी. के. अवस्थी
4. न्यू शोरॉक मिल्स बनाम महेश भाई टी. राव
5. स्टेट बैंक ऑफ इण्डिया बनाम एस. एन. गोयल
6. नौहर लाल वर्मा बनाम डिस्ट्रिक्ट कॉप. सैण्ट्रल बैंक लि. जगदलपुर
7. डिवीजनल कन्ट्रोलर K.S.R.T.C. (NWKRTC) बनाम ।ण्ज माने
8. किश्चयन मेडीकल कॉलेज हास्पिटल एम्प. यूनियन व अन्य बनाम किश्चयन मेडीकल कॉलेज एसो. वेल्लौर व अन्य
9. R.S.R.T.C. बनाम कमरुद्दीन
10. चेयरमेन एण्ड मेनेजिंग डायरेक्टर यूको बैंक बनाम पी. सी. कवकड़
11. कर्नाटक बैंक लि. बनाम A.L. मोहन राव
12. यूनियन ऑफ इण्डिया बनाम B.C. चतुर्वेदी
13. स्टेट ऑफ मैसूर बनाम M.C. कृष्णप्पा
14. बनारस इलेक्ट्रिक लाईट एण्ड पावर कम्पनी बनाम लेबर कोर्ट 2 लखनऊ।
32. इन निर्णयों में माननीय सर्वोच्च न्यायालय ने न्यायिक पुनर्विलोकन के परिक्षेत्र के संबंध में मार्गदर्शन करते हुये यह कहा है कि न्यायिक पुनर्विलोकन की शक्ति बहुत सीमित है तथा अपवाद स्वरूप ही प्रयुक्त की जानी चाहिये। न केवल धनराशि वरन मनोदशा, कर्तव्य का स्वरूप तथा समान सुसंगत परिस्थितियों को दण्ड की अनुपातिकता पर विनिष्पन्न करते समय विचारित करना चाहिये— यदि दोषी कर्मचारी एक ऐसा पद धारित करता है जहाँ विश्वास, सत्यनिष्ठा एवं कर्तव्य परायणता अन्तर्निहित अपेक्षा हो तो दुराचरण को कठोरता से लिया जाना चाहिये। धनराशि के अस्थाई दुर्विनियोजन को भी हल्के रूप में नहीं लेना चाहिये। जब तक दण्डादेश निराधार, मनमाना, दुर्भावनापूर्ण व अस्पष्ट न हो, उसमें हस्तक्षेप न्यायोचित नहीं है। औद्योगिक विवाद अधिनियम की धारा 11 (क) के अन्तर्गत न्यायिक शक्ति अनियन्त्रित मनमानी एवं सीमा रहित नहीं है। दण्डादेश जब तक आश्चर्यजनक रूप से, किये गये दुराचरण से अननुपातिक न हो, उसमें हस्तक्षेप नहीं किया जाना चाहिये। जब जॉच उचित एवं वैध पायी गई हो तथा दुराचरण सिद्ध हो गया हो तो ऐसी स्थिति में दण्ड का निर्धारण अनशासनिक प्राधिकारी पर ही छोड़ देना चाहिये।
33. माननीय सर्वोच्च न्यायालय द्वारा दिया गया उपर्युक्त मार्गदर्शन इस विवाद के तथ्यों से सुसंगत प्रतीत होता है। प्रार्थी एक बैंक कर्मचारी है तथा उससे कठोर वित्तीय अनुशासन, सत्यनिष्ठा एवं समर्पण की अपेक्षा बैंक द्वारा किया जाना अस्वाभाविक नहीं है। यद्यपि प्रार्थी के दुराचरण से बैंक को कोई आर्थिक हानि नहीं पहुँची, किंतु प्रार्थी द्वारा उसके नियोजक बैंक द्वारा उसमें न्यस्त किये गये विश्वास को अपरमित हानि पहुँचाना सिद्ध होता है। बैंक कर्मचारी द्वारा व्यवसायिक लेनदेन एवं समव्यवहार में विश्वास एवं अनुशासन का भंग, अनुशासनिक प्राधिकारी द्वारा विनिश्चित दण्ड को पूर्णतः युक्ति संगत एवं न्यायोचित ठहराता है। प्रार्थी को पदच्युति के स्थान पर अनिवार्य सेवा निवृत्ति का दण्ड देते हुये विपक्षी द्वारा उदारता बरती गई है। प्रार्थी को उसके भविष्य में जीवन यापन हेतु सेवा निवृत्ति परिलाभों से वंचित नहीं किया गया है। इस लिये इस अधिकरण के सुविचारित अभिमत से यह दण्डादेश, प्रार्थी के दुराचरण का अनुपातिक होने के कारण, इस अधिकरण द्वारा हस्तक्षेप किये जाने योग्य नहीं है। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।
34. **अनुतोषः—**
35. विचारणीय बिन्दु सं. 1, 2, व 3 पर प्राप्त निष्कर्ष के आधार पर विपक्षी द्वारा प्रार्थी के विरुद्ध पारित अनिवार्य सेवा निवृत्ति का दण्ड प्रार्थी द्वारा किये गये दुराचरण की गंभीर प्रकृति को देखते हुये अनुपातिक, वैध एवं न्यायोचित है। इस लिये प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।
36. केन्द्र सरकार द्वारा संदर्भित विवाद को इसी प्रकार न्याय निर्णीत किया जाता है।
37. अधिनिर्णय की प्रतिलिपि समुचित सरकार को अधिनियम, की धारा 17 (1) के अंतर्गत प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 31 मई, 2024

का.आ. 1032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रक्षा इलेक्ट्रॉनिक्स अनुसंधान प्रयोगशाला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (36/2009) प्रकाशित करती है।

[सं. एल-14011/37/2008-आई. आर. (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 31st May, 2024

S.O. 1032.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 36/2009) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of **Defence Electronics Research Laboratory** and their workmen.

[No. L-14011/37/2008– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 20th day of March, 2024

INDUSTRIAL DISPUTE No. 36/2009

Between:

Sri G. Lingam & 117 others,

C/o The General Secy.,

DLRL Civilian Employees Union (AIDEF),

Defence Electronics Research Laboratory,

Chandrayangutta Lines,

Hyderabad – 500 005.

..... Petitioner

AND

The Director,

Defence Electronics Research Laboratory,

Chandrayangutta Lines,

Hyderabad – 500 005.

.... Respondent

Appearances:

For the Petitioner : M/s. A.K. Jaya Prakash Rao, M. Govind & Venkatesh Dixit, Advocate

For the Respondent: Sri N. Parameswara Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-14011/ 37/2008-IR(DU) dated 3.8.2009 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Defence Electronics Research Laboratory and their workmen. The reference is,

SCHEDULE

“Whether the contract between the Management of Defence Electronics Research Laboratory, (DLRL) and the contractor with regard to employment of Shri G. Lingam and 117 others, as per Annexure is sham and bogus? If yes, whether the demand of the All India Defence Employees Federation for regularization of the services of these workers by the Management is legal and justified? If yes, what relief the workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 36/2009 and notices were issued to the parties concerned.

2. **The averments made is the claim statement are as follows:**

The petitioner union submits that 118 Casual Workers are working continuously from last 10 to 25 years without any interruption. It is submitted that the nature of work being discharged by the Casual Employees is that of permanent

and perennial nature. It is submitted that Casual Workers were working in various categories such as, office, Attendant, Canteen Attendant and Security Attendant. It is further submitted that the respondent has adopted the unfair labour practice in continuing the casual employees for years together without regularizing their services which attracts the provisions of unfair labour practice as per the Schedule. It is submitted that there is no contract nor any contractor has obtained any license under the Contract Labour Regulation and Abolition Act, 1970. Therefore, all the Casual Labour deems to be the employees of the respondent. It is submitted all the Casual Laborer were directly engaged by the respondent management and wages were also directly paid to the casual laborer by the respondent. It is further submitted that the casual laborers are doing regular nature of work as that of group D' and of C' employees working in the respondent organization/Lab. Further, it is submitted that the respondent being continuously allowed them to work for more than 10 to 25 years, but failed to regularize their services. The Union has raised the dispute before the Asst. Labour Commissioner (Central) Hyderabad, the respondent management failed to resolve the dispute amicably but protracted the matter by raising untenable grounds. It is submitted that some of the Casual Laborer approached the Central Administrative Tribunal, Hyderabad and their cases were allowed and the respondent management filed Writ Petitions before the Hon'ble High Court and same were dismissed. The management further carried the matter before the Hon'ble Apex Court and the Hon'ble Supreme Court also dismissed the appeal filed by the respondent management. The petitioner union submits that most of the Casual Laborer have studied up to 10th standard and some of them also having ITI qualification and entitled for regularization of their services. It is submitted that the action of the respondent management in not regularizing the service of the 118 Casual employees is illegal and the action of the respondent management is also unjustified. It is submitted that there is no contract nor there was any agreement entered by the respondent by any contractors. Therefore the respondent treating the Casual Employees as contract employees is sham and bogus. Therefore, the casual employees are deemed to be the employees of the respondent Management. Hence, it is prayed to hold that the respondent management treating the Casual Employees as Contract Employees is sham and bogus and grant the consequential benefits and direct the respondent to regularise their services in the interest of justice.

3. **Respondent filed counter denying the averments of the Petitioner as under:**

It is submitted that the Petitioners come at the gate to eke out their livings and the project personnel have to get some items moved and make use of the people who come at the gate by paying minimum wages. There is no contract between the workers appears from the reference and that there is no contractor who have engaged these people. It is submitted that it is not true that 118 casual workers are continuously working for the last 10 to 25 years without interruption as stated by the Petitioners. It is submitted that Respondent do not have any casual labourer in the Respondent Establishment. Further, DLRIL is not carrying out any manufacturing process but does the sovereign functions in the field of Research & Development for the Armed Forces. Hence does not come under the definition of industry as defined in Section 2(j) of the Industrial Disputes Act, 1947. The workers are not engaged in any permanent and perennial job as alleged by them. Hence the averment that they are discharging permanent and perennial work is denied. DRDO HQ has sanctioned strength of employees and there is no vacant sanctioned post and all the posts are filled by regular employees. It is totally denied that these casual employees are working as Office Attendants, Canteen Attendants and Security Attendants, in DLRL as alleged. It is submitted that it is totally sham to say that the Respondents have adopted unfair labour practices in continuing the casual employees for years without regularizing their service. It is submitted that no unfair labour practices are followed as alleged by the Petitioners. Some of the workers, have approached the Hon'ble High Court of Judicature of Andhra Pradesh at Hyderabad vide WP No.21456 of 2008 to issue Writ of Mandamus as it for their continuance. The Hon'ble High Court of Andhra Pradesh at Hyderabad had passed an interim order as under:-

There shall be interim direction to the Respondents to continue the members of the Petitioners Union as monthly paid casual workers on the same terms and conditions existing as of now, until further orders. Hence the issue in the present ID is sub-Judice, as the matter is pending before the High Court of AP at Hyderabad."

It is submitted that the question of obtaining license under Contract Labour and Abolition Act, 1970 does not arise. There is no contractual agreement. The labours come at the gate for their livelihood and Respondent project personnel deploy them on daily wages as per the dire requirement and needs of the test sites /projects on daily basis as and when required. It is submitted that the alleged work is intermittent in nature and the need of the project sites for the shifting of stores, haulage etc, some persons who come at the gate are deployed to meet the urgent and time bound works of the project and are paid the minimum wages. The question of doing regular nature of work of Group D' and Group C' does not arise, as the total sanctioned strength of the staff belonging to Group C and Group D' are working and there is no vacant post. Hence, there is no need for these casual labourers to do the job which are done by permanent employees. Further, the Petitioners are not deployed through employment exchange and they cannot have any claim under the scheme of Temporary Status to get regularization. The regularization of the services of the petitioners as per DRDO HQ letter dated 03-08-2007 is denied. It is submitted that the Petitioners Union by-laws permit to raise their members issues only. However, there is no scope to be represented by DLRIL, CEU (AIDEF). The issue is sub-Judice before the Hon'ble High Court Judicature of AP in WP NO.21456/2008 filed by Shri P.Murali Gopal and Others Vs UOI. On this ground alone the case needs to be dismissed in limini. After protracting correspondence and conciliations, the Asst Labour Commissioner, Hyderabad had closed the issue by submitting

failure report looking at the projects works which are under tight time schedules and which are urgent for the needs of the three Armed Forces. Hence, the issue was closed and a failure report was submitted. It is further submitted that the Hon'ble C.A.T, Hyderabad Bench had dismissed the case in P.Ramu & Others in OA No.941/2005 vide dated 14-08-2009 and the case is pending before the Hon'ble High Court of AP. It is submitted that none of the 118 Petitioners are sponsored by District Employment Exchange and are not having any temporary status to get them regularized. The Petitioners have no existing legal right to claim regularization. The backdoor entry cannot be acceded to and the regularisation cannot be made without following the constitutional methods. Petitioners Union has no existing legal right and cannot claim regularization. It is submitted that the DLRL is not having any casual workers on the rolls on a regular establishment. DLRL has been engaging persons on daily work package basis depending upon the project works and test sites requirements of various projects on need basis due to heavy pressure of project work and are engaged on intermittent works only, of sovereign functions of the state. Further, it is pertinent to mention that the Hon'ble Apex Court in Secretary, State of Karnataka and Others Vs Uma Devi(3) and others as decided in the Civil Appeal Number 3595 3612 of 1999 and with numbers 1861-2063, 3849 of 2001, 3520-24 of 2002 and 1968 of 2006 decided on 10-04-2006, held that they have no right under Article 226 public employment of temporary, contractual, casual, daily wages or adhoc basis cannot claim for mandamus direction for absorption, regularisation or permanent continuation since such employee do not have any enforceable legal right to be permanently absorbed nor can they show that State has legal duty to make them permanent. It is submitted that the question of regularisation of service does not arise merely on the strength of such condition if the original appointment was not made following the due process of selection that means to say that the backdoor entry into public service is not appreciated for their regularisation. There is no sanctioned post which is available for their regularisation. There is no legal remedy for the people who do not come through employment exchange. All these people who are said to be casual have not come through employment exchange. Those who come through employment exchange can claim for their absorption subject to fulfillment of other conditions. It is submitted that the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs Uma Devi (3) has held that "In the name of individualizing justice it is not possible for the Supreme Court to shut its eye to the constitutional schemes and the rights of the numerous against the few who are before this Court. This means to say that Govt appointments made through other than Employment Exchange, Staff Selection Board and recruitment boards are not deemed as constitutional process. Any deployment of work other than the constitutional process cannot claim the regularisation and which would amount to perpetuation of illegality." It is submitted that though regular appointments as per constitutional scheme for public employment must be the rule, there is nothing in the constitutional scheme which prohibits the Union or State Government or their instrumentalities from engaging persons temporarily or on daily wages in spite of the constitutional scheme. Governing public employment without following the required procedure to meet the need of the situation. Daily wager is not entitled to the status of permanent employee merely on the ground of having worked for more than 240 days. Where appointment of daily wagers was not against vacant post sanctioned by the statutory authority and he has no legal right to be made permanent. It is submitted that in the present case, the so called 118 people are not engaged/deployed through employment exchange which is must for a defence establishment and there is no sanctioned vacant posts for the above said case. It is submitted that in the present case there is no any existing legal right. The Hon'ble Apex Court considered the case of Uma Devi (3) wherein the question of regularization on the ground of long rendition of service was subject matter. Continuance of a long time casual employee and regularize his service on humanitarian consideration without following the rules is not permissible. Such action will fail when tested on the touch- stone of constitutionally and equality of opportunity enshrined in Article 14 of the Constitution. The casual employee is also aware of the nature of his appointment as temporary or casual and hence regularising him on the theory of legitimate expectation is not called for. State also cannot promise to regularize such casual or contractual employees de hors the rules. In the present case, the so called 118 people do not come through employment exchange and does not possess the requisite qualifications requirements. Their deployment is backdoor and cannot claim regularization and consequential benefits. The irregular appointments cannot be regularized by the Courts. It is appreciated by the Courts that the persons who are coming for casual employment have accepted their job and fully knowing from it cannot claim the right of absorption. In the present case, the so called 118 persons have not been deployed by the process of selection method. In the present case, nobody is appointed by the Respondents. Under 6th CPC, Group D' services have been withdrawn and no persons are recruited for the post of Group 'D'. A much emphasis was laid that there should be no further bypassing of the constitutional requirements and regularizing are making permanent, those not duly appointed as per the constitutional scheme. The right of legitimate expectation obviously is not a legal right and the remedy cannot be sought under this name of legitimate expectation. It is submitted that at no point of time, all the Petitioners have not satisfied the conditions of the Government policies for grant of Temporary Status and regularization of services. The said Petitioners have not come through employment exchange at any point of time. Particularly for the reasons of security, the employment of casual workers in the defence establishment should be restricted to absolute minimum. They have not satisfied the policy of the Govt vide OM No.4(1)/88 D(Civ II) Ministry of Defence, New Delhi dated 07.04. 1989. The terms and conditions laid down in OM NO.MF 4(3)89/DI Civ II Govt of India, Ministry of Defence dated 31.01.1991 will also have to be taken into account. It is further submitted that in the OM, no age limit is prescribed for grant of Temporary Status. However, for the purpose of subsequent regularization, the conditions regarding age and educational qualifications in the relevant recruitment rules will apply. In the present case no Petitioner is fulfilling the qualifications and requirements

of age as prescribed in the recruitment rules. All the 118 so called casual workers are not sponsored by Employment Exchange and as such they be given temporary status. The question of regularization to the above said people cannot be considered. In view of the facts and circumstances stated above, it is therefore prayed that dismiss the claim of the Petitioners.

4. In support of the claim statement, workmen have examined witnesses WW1 and WW2 and these witness, WW1 has exhibited the documents EX.W1 to W5 and WW2 has exhibited documents Ex.W6 to W17. On the other hand, Respondent has filed affidavit of the witness MW1 and has filed the documentary evidence Ex.M1 to M15.

5. Heard arguments of Learned Counsels for both the parties as well as perused written arguments.

6. **On the basis of rival contentions and pleadings of both the parties, following points emerge for determination in the present case:-**

I Whether the contract between the Management of Defence Electronics Research Laboratory, (DLRL) and Contractor with regard to employment of Sri G. Lingaiah and 117 other workmen as per annexure is sham and bogus?

II. Whether the demand of workmen Sri G. Lingaiah and 117 other workmen for regularization in the employment of Defence Electronics Research Laboratory, Hyderabad through DLRL Civilian Employees Union (AIDEF) is legal and justified?

III. To what relief workmen are entitled for?

Findings:-

7. **Point No.I:** In the claim statement workmen have averred that they are casual employees of the Respondent establishment and they are not employees of the contractor. Respondent is treating them as contractual labourers that is nothing but an act of unfair labour practice. Witness WW1 Sri G. Dayakar Rao in his affidavit deposed that the Respondent has directly appointed all the casual employees workmen herein and there is no middle man as such contractor between the Respondent and the casual employees. Further, he states that Respondent has no license under Contract Labour Regulation & Abolition Act and therefore, all these 118 casual employees are deemed to be the employees of the Respondent. Per contra, Respondent in Para 4 of the counter has contended that question of obtaining license under Contract Labour Regulation & Abolition Act does not arise as there is no contractual agreement. Further, Respondent contended that the labours come at the gate of the Company for their livelihood and the project personnel of the Company deployed them on daily wages basis as and when required. Thus, Respondent has admitted that the workmen have been engaged directly by the Company on daily wages and there is no contractual agreement exists between Company and Contractor. Thus, in view of the pleadings of both parties, I come to the conclusion that the workmen have been engaged to work by the Respondent DLRL on daily wages basis directly without any intervention of middleman or contractor. There is no evidence of any contract between DLRL and Contractor on record for engaging workmen in the Company. Therefore, no question of contract being sham and bogus arise.

This Point No.I is answered accordingly.

8. **Point No.II:-** As per claim statement, workmen have taken the plea that 118 casual workers have been working continuously in the Respondent Management from last 10 to 15 years without any interruption and the nature of work being discharged by them was that of permanent and perennial nature. The workmen had been working in various categories as of attendant, canteen attendant and Security attendant. But the Respondent has adopted unfair labour practice in continuing these workmen as casual employees for years together without regularizing their services which attracts the provisions of unfair labour practice as per the schedule. The Petitioner union on behalf of workmen submits that the Respondent continuously allowed them to work for more than 10-12 years, but failed to regularize their services and the action of the Respondent Management in not regularizing the services of these casual employees is illegal and unjustified. On behalf of workman, witness WW1 in his sworn chief affidavit has reiterated the averment made in the claim statement and deposed that the casual employees were receiving their salaries from the Respondent for the work done of 8 hours per day excluding lunch and for 5 days in a week at par with other permanent workers from the date of their initial appointment. Further, WW1 states that whenever there was extra work, the Respondent was extracting the work from the casual workers and workmen were paid the over time allowance also. WW1 states that the casual workers has been engaged by the Respondent organization directly and the word used 'package basis' by the Respondent is nothing but camouflaged only in order to deny the regularization of their services. In fact these casual workers have been working shoulder to shoulder with the permanent workers in various divisions/sections of the Respondent organization and they were discharging their duty for 8 hours a day. In support of their claim, workmen has filed the photocopies of 17 documents which are as follows:-Ex.W1 is the bunch of papers of attendance sheets of the workmen, Ex.W2 is the bunch of wage receipts of workmen, Ex.W3 is internal office notes, Ex.W4 is the bunch of experience certificates pertaining to workmen, Ex.W5 are the copies of judgements, Ex.W6 is the photocopies of challan form along with Form 'A' application for registration of DLRL casual workers union, Ex.W7 is the Form 'F' registration of membership and subscription of

DLRL casual workers union, Ex.W8 is the Minutes Book of DLRL casual workers union along with Union office bearers list, Ex.W9 is the certificate of registration of Trade Union of DLRL casual workers union Ex.W10 is the letter issued by the M/s Defence to the Director(All DRDO Labs/Estts) asking for Data regarding causal labourers in DRDO dated 22.7.2013, Ex.W11 is the details given by the DLRL casual workers union and ELRL Civilian Employees Union to the letter dated 22.7.2013, Ex.W12 is the office memorandum issued by the DOPT dated 16.10.2014 for regularization of casual labour with temporary status, Ex.W13 is the bunch of cash receipts of wages of the casual employees, Ex.W14 is the bunch of attendance sheets of casual employees, Ex.W15 is the bunch of different circulars of the DLRL casual workers union, Ex.W16 is the bunch of letters given by the DLRL casual workers union along with the office memorandum of Ministry of Finance requesting for the Bonus and Ex.W17 is the bunch of temporary entry pass issued to the casual employees.

9. On the other hand for Respondent witness, MW1 in his chief examination affidavit has refuted the claim of the workmen and states that the workmen in the present matter were engaged as daily wagers in the Respondent organization for the work, as and when the need and emergency arise. Further, MW1 states that the workmen has not been appointed against any sanctioned post as a permanent employee according to the recruitment rules of the organization. The DLRL is not having any casual workers on its rolls. DLRL has been engaging persons for daily work on package basis depending upon the project works and test sites requirements of various projects on need basis due to heavy pressure of project work and workmen are engaged for work for intermittent period only. Further, MW1 states that DLRL is discharging sovereign functions of the State. Further, MW1 states that question of regularization of the services of the daily wagers does not arise merely on such condition as the original appointment of the workmen was not made following due procedure according to recruitment rules. Therefore, workmen are not eligible for their regularization. MW1 further states that there is no sanctioned post which is available for their regularization and there is no legal remedy for backdoor entry. Further, the workmen were not sponsored through employment exchange. Further it is contended that all these workmen are said to be casual, as they have not come through employment exchange. Those workmen who have come through employment exchange can claim regularization subject to fulfillment of other conditions. Therefore, all 118 workmen here in this petition have no legal right to claim absorption in the Respondent organization.

10. Before examining the issue of regularization of these workmen in the Respondent employment, it would be apposite to have a look into relevant decision of the Hon'ble Supreme Court of India as the principle laid down on question of regularization of the casual labour/daily wagers in the public employment:-

i) **In the case of Secretary, State of Karnataka vs. Umadevi 2006 AIR SCC 1806, on the question of regularization of the casual workers, the Constitutional Bench of the Hon'ble Supreme Court of India have held:-**

"38. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in concerned cases, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post...."

The employees before us were engaged on daily wages in the concerned department on a wage that was made known to them. There is no case that the wage agreed upon was not being paid. Those who are working on daily wages formed a class by themselves, they cannot claim that they are discriminated as against those who have been regularly recruited on the basis of the relevant rules. No right can be founded on an employment on daily wages to claim that such employee should be treated on a par with a regularly recruited candidate, and made permanent in employment, even assuming that the principle could be invoked for claiming equal wages or equal work. There is no fundamental right in those who have been employed on daily wages or temporarily or on contractual basis, to claim that they have a right to be absorbed in service. As has been held by this Court, they cannot be said to be holders of a post, since, a regular appointment could be made only by making appointments consistent with the requirements of Articles 14 and 16 of the Constitution. The right to be treated equally with the other employees employed on daily wages, cannot be extended to a claim for equal treatment with those who were regularly employed. That would be treating unequals as equals. It cannot also be relied on to claim a right to be absorbed in service even though they have never been selected in terms of the relevant recruitment rules."

ii) **In the case of ONGC Vs. Krishan Gopal 2020(3) Scale 272, Hon'ble Supreme Court of India have laid down the principle regarding regularization of the casual workman and have held:-**

"23 The following propositions would emerge upon analyzing the above decisions:

(i) *Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;*

(ii) *The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;*

(iii) *The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;*

(iv) *Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and*

(v) *In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen."*

iii) In **Hari Nandan Prasad v Employer I/R to Management of Food Corporation of India**²⁰ ("FCI"), Hon'ble Supreme Court of India have held:

"34. On a harmonious reading of the two judgments discussed in detail above, we are of the opinion that when there are posts available, in the absence of any unfair labour practice the Labour Court would not give direction for regularisation only because a worker has continued as daily- wage worker/ad hoc/temporary worker for number of years. Further, if there are no posts available, such a direction for regularization would be impermissible. In the aforesaid circumstances giving of direction to regularise such a person, only on the basis of number of years put in by such a worker as daily-wager, etc. may amount to back door entry into the service which is an anathema to Article 14 of the Constitution. Further, such a direction would not be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules. However, wherever it is found that similarly situated workmen are regularised by the employer itself under some scheme or otherwise and the workmen in question who have approached the Industrial/Labour Court are on a par with them, direction of regularisation in such cases may be legally justified, otherwise, non-regularisation of the left-over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the industrial adjudicator would be achieving the equality by upholding Article 14, rather than violating this constitutional provision."

Further, in the case of State Bank of India Vs. Raja Ram another two judge Bench of Apex Court construed the provisions of Item 10 of Schedule V to the ID Act and observed:

"9...In other words, before an action can be termed as an unfair labour practice it would be necessary for the Labour Court to come to a conclusion that the badlis, casuals and temporary workmen had been continued for years as badlis, casuals or temporary workmen, with the object of depriving them of the status and privileges of permanent workmen. To this has been added the judicial gloss that artificial breaks in the service of such workmen would not allow the employer to avoid a charge of unfair labour practice. However, it is the continuity of service of workmen over a period of years which is frowned upon. Besides, it needs to be emphasised that for the practice to amount to unfair labour practice it must be found that the workman had been retained on a casual or temporary basis with the object of depriving the workman of the status and privileges of a permanent workman."

11. Workmen in their claim statement has taken the plea for their regularization in the employment of the Respondent on the ground that these 118 casual workers had been working continuously from last 10 to 25 years without any interruption and they have been discharging the work of permanent and perennial nature. But the Respondent has adopted the unfair labour practice in continuing Petitioner workmen for years together without regularizing their services. Therefore, the workmen raised their plea on the ground of unfair labour practices adopted by the Respondent. In view of Principle laid down by Hon'ble Apex Court in its decision as referred above, the workmen in this matter have not produce any evidence that their engagement was based on proper selection as recognized by relevant rules or procedure. Further, they have admitted that these workmen are not sponsored by Employment Exchange.

The burden of proof that Respondent has resorted unfair labour practices is indisputably lies on the workmen. **The Hon'ble Supreme Court of India in the case of Gangadhar Pillay Vs. M/s.Siemens Ltd., in Civil Appeal No. 4769/2006 dated 10.11.2006 have held:-**

“The question as to whether an employee had intermittently been engaged as casual or temporary for a number of years is essentially a question of fact. The issue as to whether unfair labour practices had been resorted to by the employer or not must be judged from the entirety of the circumstances brought on records by the parties of this case.

Only because an employee has been engaged as a casual or temporary employee or that he had been employed for a number of years, the same by itself may not lead to the conclusion that such appointment had been made with the object of depriving him of the status and privilege of a permanent employee. Unlike other statutes, the employer does not have any statutory liability to give permanent status to an employee on completion of a period specified therein. What is, therefore, necessary to be considered for drawing an inference in terms of the said provisions would be to consider the entire facts and circumstances of the case.”

Therefore, in view of the law laid down by the Hon'ble Supreme Court of India as discussed above, we have to examine the question whether the Respondent employer had resorted to unfair labour practices by continuing these workmen as casual employees for years together without regularizing their services.

12. In order to substantiate the claim, workmen examined witness WW1. WW1 in his chief affidavit has reiterated he plea and averments made in the claim statement. WW1 was cross examined by the Counsel for Respondent and in his cross examination the states, “Mr. Lingam and 117 other casual labours filed the claim statement in this case. Sri Hari is the president of Civilian employees union (DLR). Said Sri Hari alone signed the claim statement in this case. This claim statement is filed by the union but not the casual labourers individually. The claim statement was not filed by the union. We authorised Sri Hari to file the claim statement. We have not filed the said authorization letter. All the 118 Petitioners are not members of the union. It is true that the Defence Electronics Research Laboratory is a research laboratory. (the witness adds) In addition to research fabrication of different defence equipment also will be there. I am deposing in the capacity of General Secretary of Civilian Employees Union. There is no written authorization from either the union or from the workmen. I am not the one of the workmen herein.” Thus, from the above statement of WW1, it manifests that this witness is not the aggrieved workmen and has not signed the claim statement. He has not any authorization letter to depose in this case on behalf of the union or the workmen. The witness WW1 further states, “It is true that these workmen have not come through employment exchange. It is true that these workmen were appointed against any sanctioned posts. They have not been conferred with temporary status either.” This witness WW1 was further cross examined by the Respondent and WW1 states, “The manufacturing work being taken up with the Respondent lab is designing, fabrication, software development and manufacturing of various items/tools required by the scientists. We can not measure the quantity of software developed but other instruments being manufactured will be in hundreds. These will not sold to any outsiders. They are meant for project requirements only. We have not mentioned the details of the 117 workmen in the claim statement filed in this case. Neither of them signed the claim statement. Myself and Mr. Srihari signed the claim statement.” Therefore, from the above statement of the witness it is clear that neither the names of the 118 workmen are mentioned in the claim statement and nor the list of 118 workmen verified by the signature of the workmen has been annexed to the claim statement. Although the list bearing the names of the 117 workmen has been filed separately by the workmen but that it has not been made as part of the claim statement. Further, more this list has not been proved by WW1 in his examination in chief. Witness WW1 states that, “It is true that we have not filed identification particulars/proof either in the claim statement or in the documents filed by us before the court. The witness adds, but they are all having identity cards. As of now, all these 118 workmen are working with the Respondent undertaking.” Further witness adds, “It is not true to suggest that all these workmen were engaged for the purpose of the specific projects only. The witness adds, in addition to the projects various other jobs have been entrusted to us. It is not true to suggest that I got not acquaintance with the workmen and the facts of the case and that I am deposing falsehood only to support the claim in this case.” Although the witness has testified that all these workmen were appointed against sanctioned post but no documentary evidence to this effect has been filed on record. Therefore, the claim of workmen that they were appointed against sanctioned vacant posts in Respondent organization, not stands proved for want of evidence. WW1 has also exhibited the documents Ex.W1 to W5. Ex.W1 is the photocopies of attendance register. The perusal of these document pertaining to attendance register goes to show that attendance sheet pertains to different periods for which these workmen claimed to have worked. Further, the rest of the documents annexed in Ex.W1 from page No.9 to 24 pertains to the attendance sheet of different workmen pertaining to different periods. Ex.W1 contains papers No.1 to 114, are the photocopies of the attendance register pertaining to the period in different years i.e., 2003, 2004, 2005, 2006, 2007, 2008, 2009 and 2010. It goes to reveal that the workmen whose names appear in the attendance register have been attending their duties in the Respondent organization. But these documents do not reveal or establish that these workmen have been appointed after adopting due process of selection in the Respondent employment, nor it goes to establish that the workmen were engaged or appointed against vacant sanctioned posts. Further Ex.W2 documents from Papers No. 115 to 162 are the photocopies of the cash receipts. The perusal of these photocopies goes to reveal that the payment has been made to the workmen for executing the job contract for project service/requirement for project from time to time. These documents do not reveal that any monthly salary has been paid by the Respondent Management to the workmen at par with permanent employees. Further, Ex.W3 document goes to reveal that the casual labour workmen working in the Respondent organization has been granted temporary permission card to join their duty on, on going

project activity and these permission card has been issued in the name of workmen just to enter into the premises of the Respondent for work and that has been addressed to the Security Officer, ELSEC by the Respondent Management. These documents, i.e., Ex.W3 are not identity cards, as has been issued to the permanent employees. These are only temporary permission cards issued by the Respondent Management in the name of the workmen to enter and carry out their work in the premises of the Respondent organization and these are meant for limited purpose and limited period. Further, Ex.W4 Papers No.233 to 268, are the photocopies PF and various experience certificates claimed to be issued by the Respondent organization to the workmen from time to time. But these documents do not establish that the workmen had been engaged or appointed by the Respondent Management as a casual workmen against any sanctioned post in the organization after undergoing due process of selection. Further, Ex.W5 is also not the documents pertaining to their appointment to any post through due process of selection. Further, Papers No.269 to 316 are the details of casual employees/workmen working in DLRL in different periods. The documents paper No.317 is the copy of the order of the Hon'ble Central Administrative Tribunal and papers No.348 to 362 are the copies of the order of the Hon'ble High Court and Papers No.363 to 380 are again the copies of the order of the Hon'ble Central Administrative Tribunal. Further paper No.381 is the list of the casual labourers with their addresses pertains to the details of casual workers who had worked during the period 1985 to 1992. All the above discussed documents are the photocopies of the circulars and daily orders of the organization. Further, papers No.404 to 410 are the photocopies of the ID cards of the employees. But these ID cards reveal that these have been issued for limited period to the canteen employees. Ex.W5 is the bunch of documents pertaining to the workers union. Further more, the documents filed i.e., Ex.W6 to W10 pertains to the registration of works union etc., but it do not pertain to the appointment of the workmen herein the petition. The documents Ex.W17 from papers No.474 to 500 are the copies of the entry passes claimed to be issued to the casual employees by the Respondent for the entry of the workmen in a restricted campus only for carrying the work assigned. From these above discussed documents the claim of the workmen that they have been appointed against the vacant sanctioned post in the Respondent organization over a period as they claim, is not established as whatsoever in any manner. However, testimony of WW1 is neither relevant nor admissible in respect of averment of claim statement as witness WW1 has neither signed nor verified the claim statement. However, he is not aggrieved workman in this matter.

13. Further, WW2 has been examined and he has also reiterated the averments of the claim statement in his chief affidavit and also marked documents Ex.W6 to W17. This witness has been subjected to cross examination by the Respondent counsel and in his cross examination WW2 states, "I have not obtained any authorization from the union to give evidence in this case. I have also not received any authorization from any of the member of the union to give evidence. The witness volunteers, Since I am the General Secretary of the union, no authorization is needed to give evidence for the union." Further, the witness states, "Ex.W16 has been issued in the year 2016. And it is valid for 3 months. The witness volunteers that, we are given tokens for entry and the cards are renewed quarterly in a year. It is fact that, visitors are also allowed to enter inside the premises obtaining pass. Presently, we do not have an entry card to enter inside the premises. The witness volunteers, last two years back the management took our entry cards for renewal inspite of repeated reminders they have not returned our entry cards. We have not been issued any letter from the Respondent management to do work in different capacities. It is not correct to suggest that we are getting salary as per the work done by us day-wise. In fact, whenever I am attending the court duty or any other duty, absence is noted in my attendance. I am not having any right to leave since I am not a regular employee." Further, witness states, "It is not correct to say that we are not casual labourers, we are the daily wagers, and that we are not entitled to get regularization into service. It is not correct to say that there is no employer and employee relationship between our union members and the Respondent management. It is not correct to say that whatever ID cards issued to the applicants, those are issued for security purpose only and not for employment purpose. It is a fact that, what ever amount we are given on monthly basis it is paid through bank, on monthly calculation basis. It is true that as per direction of the Hon'ble High Court we are continuing in duty. It is not correct to suggest that whenever work is required, we are being engaged and not for all days. It is true that whatever documents filed by me in my chief evidence affidavit are not for employment purpose, but pertaining to the internal correspondence with the Respondents. It is true that we have not enrolled under the Respondent through employment exchange." Thus, from the above statement of the WW2 it is clear that the workmen were engaged by the Respondent on daily wage basis on project site as package wise that they have not been engaged by the Respondent for different activities apart from project work as there is no document or order has been filed and proved in evidence. Further, they have not been issued any ID cards from the Respondent Management, as the regular employees got issued and whatever documents pertaining to the ID card has been filed on behalf of the workmen or the permission letter that is meant for workmen to enter into the premises of the Respondent Management for doing the work only which is of very limited purpose and limited period and that has been addressed to the Security Officer. Thus, the claim of workmen that they had worked as permanent employees for 8 hours daily and nature of their duty was of permanent and perennial nature is not found established by the evidence adduced on record.

It is pertinent to mention here that these workmen are still doing the work continuously in the Respondent organization and getting them salary under the order of Hon'ble High Court of Telengana and said order is being extracted below:-

“9. For the reasons stated above, this Court partly allows the writ petition and modifies the order dated 14.01.2020 to the limited extent that any appointment made by the respondents against the regular vacancies shall be subject to the decision of the Industrial Tribunal in ID.No.36 of 2009.

8. By way of abundant caution, it is hereby clarified that any observation made by this Court with regard to the regularization of the casual workers should not influence the decision of the Industrial Tribunal. The Industrial Tribunal is expected to assess the evidence that is produced by both the parties, and to objectively and impartially pass it's award.”

Thus, the present status of engagement of workmen in the Respondent organization is being carried on under the order of Hon'ble High Court. The claim of regularization of workmen in this petition has to be decided by the Tribunal in view of the facts of the case, the evidence adduced by the parties and law laid down by Hon'ble Apex Court as discussed in the earlier paragraphs of the judgement.

14. On the other hand, Respondent has examined MW1 and in chief examination affidavit MW1 deposed that Respondent do not have any casual labour in the establishment and Petitioner workmen are not engaged in any permanent or perennial job and they are not discharging permanent and perennial work. Further, MW1 states that Respondent organization having sanctioned strength of employees and that there is no vacant sanctioned post and all the posts are filled by regular employees only. Further, MW1 has stated that the Petitioners were performing works which are of intermittent in nature and they are engaged on need basis on the project sites for shifting of stores, haulage etc..” Further MW1 states that , “These persons come to the gate and are deployed to meet the urgent and time bound works of the project on need base and are paid minimum wages as per the Minimum Wages Act, 1984. Further, MW1 has deposed that all the Petitioner workmen approached Hon'ble High Court of Telengana at Hyderabad vide WP No. 21456/2008 and obtained interim order from the Hon'ble High Court to continue them as monthly paid casual workers and the WP is still pending in the Hon'ble High Court and therefore, as per the directions of the Hon'ble High Court the Petitioners are being continued till date. Further, this witness states that regularization of the services of the workmen can not be done merely on the conditions of fulfilling the educational qualification as there is no sanctioned post available for their regularization and as the appointment in Government of India are made following the due process of selection. MW1 further states that, the Scheme of 1993 of Government of India stipulates that they should have come through Employment Exchange and should fulfill the other criteria such as educational qualification etc.. As the Petitioners have not come through Employment Exchange they have no legal right to claim regularization. Further, Respondent is a Defence establishment and provide services to the Armed Forces by making them self-reliant in terms of Science and Technology, especially in the field of Military technologies. Hence, utmost security, secrecy has to be maintained and for the movement inside and outside the premises of Test Facilities and office premises and also keeping security concerns under consideration, temporary passes were issued for identification of the individual. Therefore, mere issuance of temporary pass does not entail these daily wages workers to claim regularization of their services. MW1 was cross examined by the Learned Counsel for workmen and nothing has been elicited in the cross examination of the witness to contradict or disbelieve the statement of witness.

15. Admittedly, the Respondent Management is an instrumentality of the Government of India and the appointment and selections of the employees are made against the vacant sanctioned posts in the Respondent Management following the due process of selection as per rules and regulations. But in the present matter, these workmen have not come through the Employment Exchange which is mandatory requirement for appointment in the Respondent Management. Further, they have not been recruited or engaged by following the due process of selection i.e., by issuing advertisement and going through the recruitment process as per the rules and regulations prescribed for selection. However, these workmen have been engaged on daily wages basis intermittently and had worked package wise. Although they had worked for over a period in the Respondent organization but they can not claim regularization in the Respondent organization merely on the basis of their work done for over a period of years. As their engagement is not done through due process of selection and neither they have had worked against vacant sanctioned post. However, workmen failed to prove and establish by any evidence that they have been working against any sanctioned post and Respondent is keeping vacant such post just to deprive workmen from their regularization. Therefore, in view of law laid down by Hon'ble Apex Court as discussed above, any order for regularization of these workmen would be in contravention of Article 14 of the Constitution and that is impermissible under the law of the land. In this context relevant decision of the Hon'ble Apex Court is extracted below:-

Hari Nandan Prasad v Employer I/R to Management of Food Corporation of India, dated 17 February, 2014 AIR 2014 SCC 1848 Hon'ble Supreme Court of India have held:

“22. It is clear from the above that the Court emphasized the underline message contained in Umadevi's case to the effect that regularization of a daily wager, which has not been appointed after undergoing the proper selection procedure etc. is impermissible as it was violative of Art.14 of the Constitution of India and this principle predicated on Art.14 would apply to the industrial tribunal as well inasmuch as there cannot be any direction to regularize the services of a workman in violation of Art.14 of the Constitution. As we would explain hereinafter, this would mean that the industrial court would not issue a direction for regularizing the service of a daily wage worker in those cases

where such regularization would tantamount to infringing the provisions of Art.14 of the Constitution. But for that, it would not deter the Industrial Tribunals/Labour Courts from issuing such direction, which the industrial adjudicators otherwise possess, having regard to the provisions of Industrial Disputes Act specifically conferring such powers. This is recognized by the Court even in the aforesaid judgment.”

Hon'ble Supreme Court of India in the case of ONGC vs. Krishangopal has laid down the principles pertaining to the claim of workmen for regularization in the public employment:-

“The first principle has been laid down by Hon'ble Supreme Court of India that, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution; The statutory power of the Labour Court or Industrial Court can not extend the direction to order regularization.”

16. Admittedly, the workmen in the present matter here have claimed that regularization in the public employment of Respondent Management and they have not been appointed undergoing the due process of proper selection procedure. Moreover, they have not worked against vacant sanctioned post and no evidence to this effect that the Respondent has deliberately keeping the sanctioned post vacant just to deprive the workmen from the benefit of their regularization. There is no iota of evidence on record adduced by the workmen in this respect. Therefore, claim of the workmen herein for their regularization in service of Respondent is impermissible being in violation of principle as enshrined in Article 14 of the Constitution of India. Therefore, in the want of evidence regarding alleged unfair labour practice, the plea of the workmen regarding unfair labour practice against Respondent not liable to be accepted.

17. However, Hon'ble Supreme Court of India has laid down principles regarding claim of regularization in public employment as discussed above, it has further held that the statutory power of Industrial Tribunal or Labour Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages. But here, in the present matter, the workmen utterly failed to adduce any evidence that the permanent sanctioned post in the Respondent Management has been kept vacant and just to deprive the workmen to claim regularization. Further, the workmen have also failed to establish and prove the fact that they have been performing the same work as performed by the regular workmen and their work was of perennial in nature equivalent to the regular workmen. However, the Respondent has filed the documents pertaining to the Departmental office memorandums which prohibits engagement of the daily wagers for work of regular nature and even daily wagers can not be engaged if they are not registered in through the Employment Exchange.

18. Therefore, in view of the fore gone discussion and on going through the evidence of the parties on record and law laid down by the Hon'ble Apex Court, as discussed in preceding paragraphs, I come to the conclusion that the workmen in the present matter have been engaged as daily wager to do the work of casual nature intermittently on the project site and after the completion of the work of project, their engagement comes to end. Since, the Respondent Management is an instrumentality of the Union Government of India and the engagement of the employee against the sanctioned post can not be made without following the due process of selection as prescribed under the recruitment rules and regulations. Since these workmen have not been engaged under due process of selection and workmen failed to establish that they have been working against the sanctioned posts and such posts kept vacant by the Respondent Management to deprive the workmen, from their regularization on such posts. Therefore, the plea of unfair labour practices as alleged by the workmen is not found to be established and proved and the claim of the workmen in the present matter for regularization is not established.

Thus, Point No. II is decided accordingly.

19. **Point No.III:** - In view of the fore gone discussion, Law laid down by the Hon'ble Apex Court and finding arrived at Points No.I & II, Workmen are not entitled to any relief.

Thus, Point No.III is decided accordingly.

AWARD

Thus, the reference is answered as follows:-

- a) There is no contract exists between the Management of Defence Electronics Research Laboratory, (DLRL) and the contractor with regard to employment of Shri G. Lingam and 117 others.
- b) The demand of the All India Defence Employees Federation for regularization of the services of the workmen in the petition, in the Respondent Management is neither legal nor justified.
- c) Hence, the claim of Workmen for regularization is liable to be dismissed, hence dismissed.
- d) Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 20th day of March, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

WW1: Sri G. Srihari

MW1: Sri Iftekar Murad Ahmed

WW2: Sri P. Murali Gopal

Documents marked for the Petitioner

- Ex.W1: Photostat copy of Attendance sheets of the workmen pg.No.1 to 114**
Ex.W2: Photostat copy of wage receipts of the workmen pg. No.115 to 162
Ex.W3: Photostat copy of internal office notes pg. No.163 to 232
 Ex.W4: Photostat copy of experience certificates pg. No.233 to 263
Ex.W5: Photostat copy of judgements pg. Np.269 to 414
Ex.W6: Photostat copy of challan form along with form A application pg.No.415 to 423
Ex.W7: Photostat copy of Form F registration of membership
 Ex.W8: Photostat copy of minutes book DLRL casual workers union pg. No.429 to 436
Ex.W9: Photostat copy of certificate of registration of trade union Pg. No.437
Ex.W10: Photostat copy of lr. issued by M/o Defence reg.casual labourers in DRDO pg. No.438
Ex.W11 :Photostat copy of details given by Union s pg. No.439 to 4467
 Ex.W12: Photostat copy of OM by M/o Personnel, PG & P, D/o P & T dt. 16.10.2014 Pg. No.447 to 456
Ex.W13: Photostat copy of cash receipts of wages of casual employees Prg.No.457 to 461
Ex.W14: Photostat copy of attendance sheet of casual employeespg.No.462 to 465
Ex.W15: Photostat copy of circulars of DLRL C.W. Union Pg.No.466 to 467
 Ex.W16: Photostat copy of representation of Union reg. bonus Pg.No.468 to 473
Ex.W17: Photostat copy of temporary entry pass of the casual employees Pg.Np,474 to 500

Documents marked for the Respondent

- Ex.M1: Photostat copy of writ affidavit in WP 21456/2008 dt.26.9.08**
Ex.M2: Photostat copy of interim order in WPMP 28031/2008 in WP No.21456/2008
 Ex.M3: Photostat copy of letter dated 3.8.2007
Ex.M4: Photostat copy of lr.No.8/21/2007-E3 dt.28.8.08
 Ex.M5: Photostat copy of letter to cEU/Union dt.12.9.2007
Ex.M6: Photostat copy of letter No.DLRL/ESTABLISHMENT/3042/CEU/Union dt. 9.3.2007
 Ex.M7: Photostat copy of lr. No.DLRL/EST/400008(1)/CEU/Union dt. 30.1.08
Ex.M8: Photostat copy of petition filed by casual workers
Ex.M9: Photostat copy of OM No.4(1)88/D(Civ.II) dt.7.4.1989
 Ex.M10: Photostat copy of order passed WP No.15186/1999 dt.21.12.1999

- Ex.M11:** Photostat copy of proceedings No.MF.4(3)/89/D (Civ.II) dt.31.1.1991
- Ex.M12:** Photostat copy of Memorandum No.49014/2/93/Estt.(C) dt.12.7.1994
- Ex.M13:** Photostat copy of order in C.A. No.941/2005 dt.29.4.2008
- Ex.M14:** Photostat copy of memorandum No.49014/2/86-Estt© dt.7.6.1988
- Ex.M15:** Photostat copy of information about relevant Court cases in OA No.608 and 609 of 2005 and speaking order by this to the Petitioners

नई दिल्ली, 3 जून, 2024

का.आ. 1033.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (01/2020) प्रकाशित करती है।

[सं. एल-41011/41/2019-आई. आर. (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 3rd June, 2024

S.O. 1033.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/41/2019– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 01 / 2020

The Divisional Railway Manager,

Western Railway, Divisional Office,

Asarwa, Nr. Chamunda Bridge,

Ahmedabad (Gujarat) - 382345

.....First Party

V/s

The Jt. Secretary,

Indian Railway Labour Federation,

28-B, Narayan Park,

B/h. Chandkheda Railway Station, Sabarmati,

Ahmedabad (Gujarat) - 380005

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/41/2019-IR (B-I) dated 23.12.2019 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of Union to grant ACP / MACP and Promotion to Shri Jagdish Ramgopal from the Divisional Railway Manager, Western Railway, Ahmedabad is legal, fair and justified? If yes, what relief, Shri Jagdish Ramgopal is entitled to and what other directions are necessary in the matter?”

1. The reference was received in this Tribunal on 10th January, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 3 जून, 2024

का.आ. 1034.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 धनबाद के पंचाट (22/2005) प्रकाशित करती है।

[सं. एल-12012/200/2004-आई. आर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 3rd June, 2024

S.O. 1034.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 22/2005) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court NO. 2 Dhanbad* as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank and their workmen.

[No. L-12012/200/2004- IR (B-II)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.**

PARTIES:

PRESENT

D.S.K.Thakur

Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D.Act.,1947

REFERENCE NO.22 OF 2005.

The General Secretary,

Allahabad Bank Karmachari Sangh, Central Office,

C /0 Allahabad Bank, University Branch

PATNA. BIHAR

Vs.

The Asstt. General Manager,
Allahabad Bank,,
, Regional Office, Saraiganj Main Road ,
MUZZAFARPUR

Order No.L-12012/200/2004-IR (B-II) dt. 04.02.2005**APPEARANCES**

On behalf of the workman /Union : Mr.D.Mukherjee , Ld. Advocate

On behalf of the Management Mr. D.K.Verma, Ld. Advocate

State Bihar Industry : Banking

Dated, Dhanbad, the 4th August, 2023**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-12012/200/2004-IR (B-11) dt. 04.02.2005

SCHEDULE

"Whether the action of the Management of Allahabad Bank in imposing the punishment of lowering down present basic pay by two stages of Shri Ajit Kumar ,Special Assistant, Bathnaha Branch of Allahabad Bank by the Disciplinary Authority and Assistant General Manager, Allahabad Bank, Muzaffarpur is legal and justified ? If not, to what relief Shri Ajit Kumar is entitled ?"

2. The Government of India of Ministry of Labour & Employment has referred the present dispute existing between employer,i.e the Management of Allahabad Bank, Patna and its workman/claimant herein, under clause (d) of Sub Sec. (1) and Sub Sec. (2A) of Sec. 10 of the Industrial Dispute Act 1947 vide letter mentioned herein-above to this Tribunal for adjudication on the terms of Reference mentioned herein above.

3. That the fact of the case as made out by the Union is that workman namely Ajit Kumar was falsely implicated in cases against which charge sheet was issued and domestic enquiry was set up to probe the charges . Based on findings of the enquiry the Disciplinary Authority awarded punishment as referred in the Reference. The workman seeks relief by setting aside the impugned Award of punishment and restoration of suspension with two increments from retrospective effect besides Rs. 10,000 from Management for meeting out the expenditure towards contesting the dispute.

4. On the other hand the OP/Management filed counter statement denying the stand taken by the claimant. It has been further pleaded that there exists no Industrial Dispute and the claim is not maintainable.

5. Upon filing statement and counter statement by both the parties under Reference proceedings of the matter set in motion with documents filed by both sides. The proceeding of the matter rolled out on merit adducing evidences by both sides .During the course of pendency of the instant proceeding Ld. Representative appearing on behalf of the workman made wild allegation against then Presiding Officer. So proceeding of the matter was put in suspension till final directive issued from the Ministry in response of the letter sent by the Presiding Officer himself . There is absolutely no final argument held thereafter on record despite service of notices and suo motu adjournments of the proceeding . The matter resulted in halting byscheduling andrescheduling. In the mean time the workman or his representative stopped appearing in the proceeding in regular course since 19.07.2013 on all the subsequent dates till the hearing of the matter got concluded on 27.06.2022. Hearing of the matter was mostly conducted at Camp Court ,Patna taking consideration of workman's convenience.

6. In view of the facts and circumstances of the case and materials onrecords it is evident that workman/claimant is no longer interested to proceed with merit of the case. The matter needs to be disposed of as there is no point to continue the proceeding in exposure of unwillingness of the workman

The Industrial dispute between them ceases to exist. Accordingly,the Reference stands disposed of on footing of having nonexistent and devoid of substance between parties. The Tribunal is of the view to pass an Award granting no Relief to the workman .Accordingly No Claim Award is passed

S.K.THAKUR, Presiding Officer

नई दिल्ली, 3 जून, 2024

का.आ. 1035.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 धनबाद के पंचाट (20/2003) प्रकाशित करती है।

[सं. एल-12012/120/2002-आई. आर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 3rd June, 2024

S.O. 1035.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.20/2003) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2 Dhanbad* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12012/120/2002- IR (B-II)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.****PRESENT**Dr.S.K.Thakur
Presiding Officer.**PARTIES**

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act., 1947.

REFERENCE NO 20 OF -2003.

Shri Pankaj Kumar

S/O Sh.Jagdish Prasad,

Moh: New Marwari Colony ,Road No. 3.

Gandhi Chowk ,PS:Chapra

SARAN (BIHAR)

VS

The Asstt. General Manager,

UCO Bank

R.O. Mourya lok Complex, A-Block,

4th Floor

PATNA (BIHAR)-800001

ORDER NO. L-120 12/120/2002-IR (B-11) dt. 24.12.2002
& 20/25.3.2003**APPEARANCES**

: Workman Himself

On behalf of the workman/Union

Mr. D. K. Verma, Ld. Advocate

On behalf of the Management

State

BIHAR

Industry :

Banking

Dated, Dhanbad, the 31st July 2023.**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-12012 /120/2002-1R (B-H) dt.24.12.2002/20/25.3.2003 .

SCHEDULE

"Whether the action of the management of UCO Bank in terminating the services of Sh.Pankaj Kumar w.e.f. 17.04.93 is legal and justified ? If not, to what relief he is entitled?" (AS PER CORRIGENDUM)

2, This is a reference referred by the Government of India in Ministry of Labour & Employment the present dispute existing between employer, i.e. the Management of UCO Bank, Patna and its workman/claimant on the issue contained in the Order of Reference mentioned herein above to adjudicate under Sec. 10(1)(d) of the I.D.Act 1947.

3, As stated in the claim petition the claimant namely Shri Pankaj Kumar

was appointed an Agent under Laghu Bachat Yojana Scheme of UCO Bank. He was being paid commission from the Bank based on his business. But due to some fraud cropped up in the Scheme and subsequently CBI enquiry into the matter Bank stopped from taking service of the workman. The workman seek reinstatement into service of the Bank with retrospective effect.

4. On the other hand the OP/Management filed counter statement denying the stand taken by the claimant. It has been further pleaded that there exists no Industrial Dispute and the claim is not maintainable.

5. During pendency of proceeding of the matter upon filing claim and counter claim by both of the parties the matter came up for hearing over evidence and both sides adduced evidences and finally arrived at argument stage. Despite taking the service of notice and successive adjournments the claimant did not represent the case since 23.01.2015 nor did he comply with in the matter of completing argument, left the matter in half way. It appears that the claimant has no interest in the dispute or no grievance against the OP/Management and as such the claim does not seem to exist anymore particularly when most of hearings was conducted during Camp Court based at Patna for convenience of the claimant/workman being originally the case of Bihar.

6. In view of the facts and circumstances of the case it is obvious that the workman/claimant is no longer interested to proceed with merit of the case. The Industrial Dispute between them ceases to exist. Accordingly, the Reference stands disposed of on footing of having nonexistent and devoid of substance between parties. The Tribunal is of the view to pass an Award granting no Relief to the workman. Accordingly, 'No Claim Award' is passed with no relief to workman.

S.K.THAKUR, Presiding Officer

नई दिल्ली, 3 जून, 2024

का.आ. 1036.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के महाप्रबंधक, राजनगर टेक्सटाइल मिल्स, हरिपुरा, असरवा, अहमदाबाद (गुजरात), प्रबंधन के संबद्ध नियोजकों और श्री तुषार लखन एवं 16 लिपिक कर्मचारी, सी/ओ राजनगर टेक्सटाइल मिल्स, हरिपुरा, असरवा, अहमदाबाद (गुजरात), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट(संदर्भ संख्या 06/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31/05/2024 को प्राप्त हुआ था।

[सं. एल-42012/45/2019-आई. आर. (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 3rd June, 2024

S.O. 1036.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 06/2020) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Rajnagar Textile Mills, Haripura, Asarwa, Ahmedabad (Gujarat), and Shri Tushar Lakhan & 16 Clerical Staff, C/o Rajnagar Textile Mills, Haripura, Asarwa, Ahmedabad-(Gujarat)**, which was received along with soft copy of the award by the Central Government on 31/05/2024.

[No. L-42012/45/2019- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024**Reference (CGITA) No. - 06 / 2020**

The General Manager,

Rajnagar Textile Mills, Opp. Uttar Gujarat,

Patelnagar Society, Babupura, Haripura, Asarwa,

Ahmedabad (Gujarat) - 380016

.....First Party

V/s

Sh. Tushar Lakkhan & 16 Clerical Staff,

C/o Rajnagar Textile Mills, Opp. Uttar Gujarat,

Patelnagar Society, Babupura,

Haripura, Asarwa,

Ahmedabad (Gujarat) - 380016

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-42012/45/2019-IR (DU) dated 12.02.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of Sh. Tushar Lakkhan and 16 clerical staff for regularization of services alongwith consequential benefits in the Rajnagar Textile Mills, Ahmedabad is legal, just and proper? If so, to what relief these Sh. Tushar Lakkhan and 16 Clerical staff working in Rajnagar Textile Mills, Ahmedabad are entitled to and from which date and what other directions are necessary in the matter?”

1. The reference was received in this Tribunal on 24th February, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 3 जून, 2024

का.आ. 1037.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के एस.जी.एस इंडिया प्राइवेट लिमिटेड, गांधीधाम, कच्छ-(गुजरात), प्रबंधन के संबंध में नियोजकों और महासचिव, परिवहन एवं डॉक वर्कर्स यूनियन, गांधीधाम, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 08/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31/05/2024 को प्राप्त हुआ था।

[सं. एल-42011/11/2020-आई. आर. (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 3rd June, 2024

S.O. 1037.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 08/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **SGS India Pvt. Ltd., Gandhidham, Kutch-(Gujarat), and The General Secretary, Transport & Dock Workers Union, Gandhidham**, which was received along with soft copy of the award by the Central Government on 31/05/2024.

[No. L-42011/11/2020—IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 08 / 2020

SGS India Pvt. Ltd.

1st Floor, Plot No. 156-157,

GIDC, Opp. Sect-4,

Oslo Main Road, Gandhidham,

Kutch(Gujarat)- 370201

.....First Party

V/s

The General Secretary,

Transport & Dock Workers Union, F/3,

Adinath Arcade- I, Plot No. 583, Ward 12-C,

Gandhidham – 370201

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-42011/11/2020-IR (DU) dated 13.02.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management M/s. SGS India Pvt. Ltd. Gandhidham in terminating the services of the workman Sh. Noormohamad Sodha w.e.f. 28.02.2018 is legal, proper & justified? If not, what relief the concerned workman is entitled to and to what extent?”

1. The reference was received in this Tribunal on 24th February, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.

2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.

3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 3 जून, 2024

का.आ. 1038.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के प्रधान महाप्रबंधक, भारत संचार निगम लिमिटेड, सूरत-(गुजरात); प्रधान महाप्रबंधक, भारत संचार निगम लिमिटेड, व्यारा, महानिया, तापी, मेसर्स जय हनुमान इलेक्ट्रिकल्स, महानिया, कैमूर-(बिहार), और अध्यक्ष, गुजरात मजदूर संघ, मान दरवाजा, सूरत (गुजरात), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 09/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31/05/2024 को प्राप्त हुआ था।

[सं. एल-40011/2/2020-आई. आर. (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 3rd June, 2024

S.O. 1038.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 09/2020) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Principal General Manager, Bharat Sanchar Nigam Ltd., Surat-(Gujarat); The Principal General Manager, Bharat Sanchar Nigam Ltd., Vyara, Mahaniya, Tapi, M/s. Jay Hanuman Electricals, Mahaniya, Kaimur-(Bihar), and The President, Gujarat Labour Union, Maan Darwaja, Surat (Gujarat)**, which was received along with soft copy of the award by the Central Government on 31/05/2024.

[No. L-40011/2/2020– IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 09 / 2020

1. The Principal General Manager,
Bharat Sanchar Nigam Ltd. Ghod Dod Road,
Surat(Gujarat)- 395001
2. The Principal General Manager,
Bharat Sanchar Nigam Ltd. At Post- Vyara,
Tal- Mahaniya, Dist- Tapi- 394680
3. M/s. Jay Hanuman Electricals,
Vill- Ahinira, Po- Harinathpur, Thana- Mahaniya,
Distt- Kaimur(Bihar), Bihar- 821101

.....First Parties

V/s

The President,

Gujarat Labour Union, 111,
Dr. Ambedkar Shopping Centre, Ringh Road,
Maan Darwaja, Surat (Gujarat)- 395001Second Party
For the First Party : None
For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-40011/2/2020-IR (DU) dated 12.02.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the union for regularization of Sh. 1. Maheshbhai Chimanbhai Chaudhari 2. Gangaram Dhanjibhai Vasava 3. Channabhai Bhilayabhai Gamit 4. Rameshbhai Jalpatbhai Vasava 5. Veersinghbhai Pachiyabhai Chaudhari 6. Sanjaybhai Rameshbhai Chaudhari 7. Jerambhai Jalubhai Gamit 8. Mehulbhai 9. Umangbhai Chandulal Chaudhari 10. Channabhai Gamit and 11. Ashishbhai Vajesingbhai Chaudhari in service in the establishment of Bharat Sanchar Nigam Ltd., Surat is legal, proper and just? If so, to what relief these 11 contract workmen are entitled?”

1. The reference was received in this Tribunal on 24th February, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 3 जून, 2024

का.आ. 1039.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, बीएसएनएल, डाबागार्डन्स, विशाखापत्तनम, के प्रबंधन के संबद्ध नियोजकों और जिला सचिव, राष्ट्रीय दूरसंचार कर्मचारी महासंघ, बीएसएनएल, एनएफटीई, बीएसएनएल यूनियन कार्यालय, डाबागार्डन्स, विशाखापत्तनम, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या 12/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31/05/2024 को प्राप्त हुआ था।

[सं. एल-42012/2/2023-आई. आर. (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 3rd June, 2024

S.O. 1039.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2023) of the **Central Government Industrial Tribunal cum Labour Court— Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, BSNL, Dabagardens, Visakhapatnam, and The District Secretary, National Federation of Telecom Employees, BSNL, NFTE, BSNL Union Office, Dabagardens, Visakhapatnam,** which was received along with soft copy of the award by the Central Government on 31/05/2024.

[No. L-42012/2/2023— IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of May, 2024

INDUSTRIAL DISPUTE No. 12/2023

Between:

The District Secretary,

National Federation of Telecom Employees,

BSNL, NFTE, BSNL Union Office,

BSNL Bhavan Compound

Dabagardens, Visakhapatnam-530020.

.....Petitioner/Union

AND

The General Manager,

BSNL, Dabagardens,

Visakhapatnam-530020.

.....Respondent

Appearances:

For the Petitioner : None

For the Respondent : Sri S Prabhakar Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.L-40011/2/2023- (IR(DU)) dated 31.03.2023 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of BSNL and their workmen. The reference is,

SCHEDULE

“Whether demand of National Federation of Telecom Employees, Visakhapatnam vide letter dated 5.5.2022 to the management of BSNL, Visakhapatnam for cancellation of punishment order dated 20.10.2021 in respect of Md Sadiq Parvez, ATT, O/o SDE (Stores & MM), Mulagada, Visakhapatnam, is proper, legal and justified ? If yes, to what reliefs the disputant are entitled and what directions, if any, are necessary in the matter ?”

The reference is numbered in this Tribunal as I.D. No. 12/2023 and notices were issued to the parties concerned.

2. Petitioner/Union absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner Union. Therefore, in absence of Petitioner /Union and non-filing of claim statement by the Petitioner/Union, the case is dismissed and a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 6th day of May, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 3 जून, 2024

का.आ. 1040.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के मुख्य पोस्ट मास्टर जनरल, गुजरात सर्कल, पुष्पक बिल्डिंग, खानपुर, अहमदाबाद - (गुजरात), और महासचिव, भारतीय सामान्य श्रमिक महासंघ, साबरमती, अहमदाबाद (गुजरात), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 27/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31/05/2024 को प्राप्त हुआ था।

[सं. एल-40011/10/2020-आई. आर. (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 3rd June, 2024

S.O. 1040.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 27/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chief Post Master General, Gujarat Circle, Pushpak Building, Khanpur, Ahmedabad-(Gujarat), and The General Secretary, Indian General Labour Federation, Sabarmati, Ahmedabad (Gujarat)**, which was received along with soft copy of the award by the Central Government on 31/05/2024.

[No. L-40011/10/2020—IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 15th May, 2024**Reference (CGITA) No. - 27 / 2020**

The Chief Post Master General,
Gujarat Circle, Pushpak Building, Khanpur,
Ahmedabad (Gujarat)- 380001

.....First Party

V/s

The General Secretary,
Indian General Labour Federation,
28/B, Narayan Park,
B/h. Chandkheda Railway Station, Sabarmati,
Ahmedabad (Gujarat)- 382470

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-40011/10/2020-IR (DU) dated 29.07.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the General Secretary, Indian General Labour Federation, Ahmedabad to appoint Sh. Kamlesh B. Turi, S/O Sh. M.V. Turi in the establishment of Post Office at Gujarat Circle, Ahmedabad on compassionate ground with all benefits is proper, legal, fair & justified? If yes, then what relief Sh. Kamlesh B. Turi S/o Sh. M.V. Turi is entitled to and what other directions, if any, are necessary in this matter?”

1. The reference was received in this Tribunal on 24th August, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 3 जून, 2024

का.आ. 1041.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप पुलिस महानिरीक्षक, ग्रुप केंद्र, सीआरपीएफ, पिंजौर, के प्रबंधन के संबद्ध नियोजकों और श्री राणा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 35/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 03.06.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-102-आईआर. (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 3rd June, 2024

S.O. 1041.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2021) of the **Central Government Industrial Tribunal cum Labour Court -2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Dy. Inspector of General of Police, Group Centre, CRPF, Pinjore., and Shri Rana, Worker**, which was received along with soft copy of the award by the Central Government on 03.06.2024.

[No. L-42025-07-2024-102- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 35/2021

Registered on:-14.10.2021

Rana S/o Sharif Mohammad, Islam Nagar, Pinjore, Kalka.

.....

...Workman

Versus

Dy. Inspector of General of Police, Group Centre, CRPF, Pinjore.

.....Respondent/Management

AWARD

Passed On:-21.12.2023

1. The workman Rana has directly filed this claim petition under Section 2-A of the Industrial Dispute Act 1947(hereinafter called the Act) for reinstatement along with full back wages.
2. Today i.e. 21.12.2023 the case was fixed for filing evidence by way of affidavit by the workman. It is submitted by the learned AR of workman that the workman is not turning up since long and he is unable to contract the workman and prayed for dismissal of the claim petition filed by the workman.
3. Perused the file. Several opportunities have already been given to the workman for evidence but workman is not turning up since long, resulting the submissions made by the learned AR of workman for dismissing the present claim.
4. Since the workman has neither put his appearance for long and has left the case unattended, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference for the non-prosecution of workman.
5. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 3 जून, 2024

का.आ. 1042.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, बीएसएनएल, मंडी, हिमाचल प्रदेश, के प्रबंधन के संबद्ध नियोजकों और श्री जिया लाल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 2/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 03.06.2024 को प्राप्त हुआ था।

[सं. एल-40012/20/2018-आईआर. (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 3rd June, 2024

S.O. 1042.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2019) of the **Central Government Industrial Tribunal cum Labour Court -2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, BSNL, Mandi, Himachal Pradesh, and Shri Jiya Lal, Worker**, which was received along with soft copy of the award by the Central Government on 03.06.2024.

[No. L-40012/20/2018- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 2/2019

Registered on:-26.02.2019

Sh. Jiya Lal S/o Sh. Jawahar Lal, R/o Anjnu-Balh, P.O.-Behli, Tehsil Sunder Nagar, Distt.-Mandi(HP)-175001.

.....Workman

Versus

The General Manager, BSNL, Mandi, Himachal Pradesh-175001.

.....Respondent/Management

AWARD**Passed on:-25.04.2024**

Central Government vide Notification No.L-40012/20/2018-IR(DU) Dated 04.02.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Bharat Sanchar Nigam Ltd. in terminating the services of Sh. Jiya Lal S/o Sh. Jawahar Lal in the year 2012 just, fair and legal? If not, to what relief is the workman entitled?”

1. Today i.e. 25.04.2024 the case was fixed for filing affidavit by the workman. On scrutiny of the order sheets, it is revealed that the workman has not come present on 18.12.2023 and today also i.e. 25.04.2024 continuously and the case is fixed for filing affidavit by the workman on 23.11.2021, 9.2.2022, 18.4.2022, 2.6.2022, 11.1.2023, 10.3.2023, 27.4.2023, 18.7.2023, 13.9.2023, 18.12.2023 and 25.04.2024. Since several dates for filing affidavit by the workman have been fixed by the Tribunal and the workman has failed to file affidavit, which denotes that workman is neither serious nor interested in disposal of the case on merit.
2. Since the workman has neither put his appearance for long nor he has filed any affidavit and the workman has left the case unattended for a long time without any intimation, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference for the non-prosecution of the workman.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 3 जून, 2024

का.आ. 1043.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दुलहस्ती पावर स्टेशन, नेशनल हाइड्रो पावर कॉर्पोरेशन लिमिटेड, किश्तवाड़, जम्मू और कश्मीर, के प्रबंधन के संबद्ध नियोजकों और मेसर्स अल्ताफ मिनटू एंड कंपनी, दुल हस्ती पावर स्टेशन, जम्मू और कश्मीर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 112/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 03.06.2024 को प्राप्त हुआ था

[सं. एल-42011/166/2018-आईआर. (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 3rd June, 2024

S.O. 1043.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 112/2018) of the **Central Government Industrial Tribunal cum Labour Court -2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Dul Hasti Power Station, National Hydro Power Corporation Limited, Kishtwar, Jammu & Kashmir, and M/s Altaf Mintu's & Company, Contractor of Dul Hasti Power Station, Jammu & Kashmir**, which was received along with soft copy of the award by the Central Government on 03.06.2024.

[No. L-42011/166/2018- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.****Present: Sh. Kamal Kant, Presiding Officer.**

ID No.112/2018

Registered on:-29.01.2019

M/s Altaf Mintu's & Company, Contractor of Dul Hasti Power Station, Jammu & Kashmir-182204.

.....Workman

Versus

The General Manager, Dul Hasti Power Station, National Hydro Power Corporation Limited, Kishtwar, Jammu & Kashmir-182204.

.....Respondent/Management

AWARD

Passed on:-09.04.2024

Central Government vide Notification No.L-42011/166/2018-IR(DU) Dated 11.01.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management general manager, Dul Hasti Power, Station, Kishtwar(J&K) in not considering charter of demands viz i) consider Un-skilled workmen as Semi-Skilled having prolonged length of service ii) Provide Annual/Casual leave to all outsourced workers in line with the factories Act iii) Implementation of Project Schedule Rates of wages at par with URI Power Station-I & II to the workmen of Dul Hasti Power Station, Kishtwar(J&K) raised by General Secretary, Construction workers Labour Union (regd.), Head Office Dul Hasti Power Station, Kishtwar (J&K) is justified or not? If not, to what relief workman is entitled to and from which date?

1. Today i.e. 09.04.2024 the case was fixed for hearing on the application filed by the workmen-union for disallowing the legal practitioners to appear on behalf of management. On scrutiny of the order sheets, it is revealed that the workmen-union has not come present on 21.06.2023, 02.08.2023, 12.10.2023, 11.12.2023 and today also i.e. 09.04.2024 continuously. Several dates for hearing on the application have been fixed by the Tribunal, which denotes that workmen-union is neither serious nor interested in disposal of the case on merit.

2. Since the workmen-union has neither put his appearance for long nor he has argued on the application filed by them for disallowing the legal practitioners to appear on behalf of management and the workmen-union has left the case unattended for a long time without any intimation, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference for the non-prosecution of the workmen-union.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 जून, 2024

का.आ. 1044.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैक्स मैक्स विजिल सिक्योरिटी प्राइवेट लिमिटेड; मैक्स ओएनजीसी लिमिटेड; मैक्स चेकमेट सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और भारतीय जनरल कामदार फेडरेशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.-38/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-30011/25/2021-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1044.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 38/2021) of the Central Government Industrial Tribunal cum Labour Court, Ahmedabad as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Max Vigil Security Pvt. Ltd; M/s ONGC Limited; M/s Checkmate Security Services Pvt. Ltd. and Max Vigil Security Pvt. Ltd. which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-30011/25/2021– IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024**Reference (CGITA) No. - 38 / 2021**

1. The Director,
M/s. Max Vigil Security Pvt.Ltd; 42,
4th Floor, Aastha Avenue,
Opp RTO, Nr. Subhash Bridge, Circle
Ahmedabad(Gujarat)- 380027
2. The Executive Director,
M/s. ONGC Ltd; Ahmedabad Asset,
5th Floor, Avani Bhavan, Chandkheda,
Ahmedabad(Gujarat)- 380005
3. The General Manager (Security),
M/s. ONGC Ltd; Ahmedabad Asset,
Avani Bhavan, Chandkheda,
Ahmedabad(Gujarat)- 380005
4. The Director,
M/s Checkmate Services Pvt. Ltd.,
12-Subhas Nagar Society, Nr. Embassy Market,
B/H Sales India, Ashram Road,
Ahmedabad(Gujarat)- 380009

.First Parties

V/s

The General Secretary,
Bharatiya General Kamdar Federation,
28-B, Narayan Park, B/H Chandkheda Railway Station,
Sabarmati, Ahmedabad (Gujarat) - 382470

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-30011/25/2021-IR (M) dated 30.11.2021 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Union for reinstatement in services of Shri Jitendrasingh Vaghela, Security Guard working with M/s Max Vigil Security Pvt. Ltd, contractor employed by the ONGC Ltd, Ahmedabad alongwith consequential benefits from the date of termination is legal, just and proper, If so, what reliefs, Shri Jitendrasingh Vaghela, Security Guard is entitled to?”

1. The reference was received in this Tribunal on 13th December, 2021. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.

3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पश्चिमी रेलवे** के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **अहमदाबाद** के पंचाट (02/2020) प्रकाशित करती है।

[सं. एल-41011/45/2019-आईआर. (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 4th June, 2024

S.O. 1045.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/45/2019– IR (B-I)]

SALONI, Dy. Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 02 / 2020

The Chief Medical Officer,
Western Railway, New Railway Colony,
Sabarmati, Railway Hospital,
Ahmedabad (Gujarat) - 380005

.....First Party

V/s

The Zonal Secretary,
Indian Railway Labour Federation,
28/B, Narayan Park,
B/h. Chandkheda Railway Station, Sabarmati,
Ahmedabad (Gujarat) - 380005

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/45/2019-IR (B-I) dated 07.01.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the, of the management of Chief Medical Officer, WR, Railway Hospital, Ahmedabad in terminating the services of Shri Tulsi w.e.f. 31.05.2011 is legal and justified? If not, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 13th January, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1046.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईएसआईसी हॉस्पिटल; मेसर्स एम. जे. सोलंकी के प्रबंधन के संबद्ध नियोजकों और अखिल गुजरात जनरल मज़दूर संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.- 01/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-42011/136/2020-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1046.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 01/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **ESIC Hospital; M/s M.J. Solanki and Akhil Gujarat General Mazdoor Snagh** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-42011/136/2020— IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 01 / 2021

1. The Medical Superintendent,
ESIC Hospital, Bapunagar,
Ahmedabad (Gujarat) – 380024
2. M/s. M.J. Solanki, 637,
Statr Chambers, Near Temple, Harihar Chawk,

Dr. Rajendra Prasad Road, Panchanath Plot,
Rajkot- 360001

.....First Parties

V/s

The Joint Secretary,
Akhil Gujarat General Mazdoor Sangh,
2nd Floor, Arab Chamber, Opp. Pattharkuwa Petrol
Pump, Relief Road,
Ahmedabad (Gujarat) - 380001

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-42011/136/2020-IR (DU) dated 22.12.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of Akhil Gujarat General Mazdoor Sangh, Ahmedabad for regularization of Shri Mahesh Cheemanbhai Bhunotar and 38 other Nursing Staffs (listed at Annexure-III) and pay at par with the regular employee, is fair, legal and justified? If so, what relief these 39 Nursing Staffs are entitled to? What other directions, if any, are necessary in the matter?”

1. The reference was received in this Tribunal on 25th January, 2021. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1047.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ओएनजीसी लिमिटेड; मेसर्स चेकमेट सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और गुजरात लेबर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.-19/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-30011/19/2021-आईआर. (एम)]

दिलीप कुमार, अवसर सचिव

New Delhi, the 4th June, 2024

S.O. 1047.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 19/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ONGC Limited; M/s Checkmate Services Pvt. Ltd. and Gujarat Labour Union** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-30011/19/2021– IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 19 / 2021

1. The Executive Director (AM),
M/s. ONGC Ltd;
Avani Bhavan, Chandkheda,
Ahmedabad(Gujarat)- 380005
2. M/s. Checkmate Services Pvt.Ltd.,
Ground Floor, 6 to 9, Aman Tower,
Suhas Colony, Fatehganj Main Road,
Vadodara(Gujarat)- 390002

.....First Parties

V/s

The General Secretary,
Gujarat Labour Union,
3/24, Ellora Comm. Centre, Salapose Road,
Ahmedabad (Gujarat) - 380001

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-30011/19/2021-IR (M) dated 07.09.2021 for adjudication to this Tribunal.

SCHEDULE

- (1) "Whether the action of M/s. Checkmate Services Pvt. Ltd. Vadodara in transferring Shri Narendra Kumar Ramjibhai Solanki outside Ahmedabad Asset of ONGC, subsequently dismissing him from service w.e.f. 10.08.2020 is fair, legal and justified? If not, as to what relief the workman is entitled to?"
- (2) Whether the action of M/s. Checkmate Services Pvt. Ltd. Vadodara transferring Shri Narendra Kumar Ramjibhai Solanki outside Ahmedabad Asset in violation of MOS dated 18.7.2012 would constitute ULP as per Sec. 25(T) & violation of MOS entered under 12(3) and pending conciliation he has been dismissed would constitute violation of Sec. 33(C) of Industrial Disputes Act? If so, what further direction is needed?"
1. The reference was received in this Tribunal on 20th September, 2021. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.

3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1048.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ओएनजीसी लिमिटेड; मेसर्स चेकमेट सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और पेट्रोलियम एम्प्लाइज मज़दूर परिषद् के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.-24/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-30011/8/2021-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1048.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 24/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ONGC Limited; M/s Checkmate Security Services Pvt. Ltd.** and **petroleum Employees Mazdoor Parishad** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-30011/8/2021— IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 24 / 2021

1. The Executive Director-Asset Manager,
M/s. ONGC Ltd; 5th Floor,
Avani Bhavan, Chandkheda,
Ahmedabad(Gujarat)- 380005
2. The Director,
M/s. Checkmate Security Services Pvt.Ltd.,
28- Gulmahor Bunglow, Nr. Hanuman Temple, B/H
Nehrunagar Circle, Surendra Mangaldas Road,
Ambawadi, Ahmedabad(Gujarat)- 380006

.....First Parties

V/s

The Secretary,

Petroleum Employees Mazdoor Parishad,

28/B, Narayan Park, B/h Chandkheda Railway Station,

Sabarmati, Ahmedabad (Gujarat) - 382470

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-30011/8/2021-IR (M) dated 22.07.2021 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Union that there is discrepancies in the Disciplinary Action initiated by M/s. Checkmate Security Services Ltd. against Shri Rakesh Ramachal Pandey, Security Guard and for reinstatement of Shri Rakesh Ramachal Pandey, Security Guard engaged by M/s. Checkmate Security Services Pvt. Ltd is fair, legal and justified? If so, what relief he is entitled to?”

1. The reference was received in this Tribunal on 12th October, 2021. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1049.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ओएनजीसी लिमिटेड; मेसर्स चेकमेट सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और इंडियन जनरल लेबर फेडरेशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेंस न.- 07/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-30011/47/2019-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1049.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 07/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ONGC Limited; M/s Checkmate Services Pvt. Ltd. and Indian General Labour Federation** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-30011/47/2019- IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 07 / 2020

1. The Executive Director – Asset Manager,
M/s ONGC Limited, Avani Bhavan, Chandkheda,
Ahmedabad (Gujarat), Pin Code- 380005
2. The General Manager (Security), I/C Security,
M/s ONGC Limited, Avani Bhavan, Chandkheda,
Ahmedabad (Gujarat), Pin Code- 380005
3. The Director,
M/s Checkmate Services Pvt. Ltd.,
12, Suhas Nagar Society, Nr. Embassy Market,
Income Tax, Off Ashram Road, Ahmedabad,
Gujarat, Pin Code- 380009

.....First Parties

V/s

The Zonal Secretary,
Indian General Labour Federation,
28/B, Narayan Park, B/H Chandkheda Railway Station,
Sabarmati, Ahmedabad (Gujarat) - 382470

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-30011/47/2019-IR (M) dated 14.01.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the General Secretary, Indian General Labour Federation, Ahmedabad to grant increment on the basis of seniority and length of service to Security Guard(s) on contract basis engaged by Contractor M/s. Checkmate Service Pvt. Ltd at ONGC Ltd; Ahmedabad is legal, fair & justified? If yes, then what relief the workmen are entitled to and what other directions, if any, are necessary in this matter?”

1. The reference was received in this Tribunal on 24th February, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1050.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल वेयरहाउसिंग कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और सेंट्रल वेयरहाउसिंग एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.- 18/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-42011/2/2020-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1050.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 18/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Central Warehousing Corporation** and **Central Warehousing Employees Union** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-42011/2/2020- IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024**Reference (CGITA) No. - 18 / 2020**

The Managing Director,

Central Warehousing Corporation,

Corporate Office, 4/1, Siri Institutional Area,

Augustkranti Marg, Haus Khas,

New Delhi, Pin Code- 110016

.....First Party

V/s

The General Secretary,

Central Warehousing Corporation Employees Union,

B-104, Savita Govind Plaza, Bodakdev,

Ahmedabad(Gujarat)- 380015

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-42011/2/2020-IR (M) dated 09.07.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the two demand of Union (1) Compensation to victim of Acid attack, Sexually harassed woman employee and (2) Special Leave to victim of Acid attack Sexually harassed woman employee are legal, fair and justified, If yes, what relief, union is entitled to and what other directions are necessary in the matter?”

1. The reference was received in this Tribunal on 17th August, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1051.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ओएनजीसी लिमिटेड; मेसर्स लायन मैनपावर सोलुशन प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और इंडियन जनरल लेबर फेडरेशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.-19/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-30011/1/2020-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1051.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 19/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ONGC Limited; M/s Lion Manpower Solution Private Limited** and **Indian General Labour Federation** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No L-30011/1/2020– IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 19 / 2020

1. The Executive Director,
M/s ONGC Limited, Ahmedabad Asset,
Avani Bhavan, Chandkheda, Ahmedabad- 380005
2. The General Manager (Security) I/C Security,
M/s ONGC Limited, Ahmedabad Asset,
Avani Bhavan, Chandkheda, Ahmedabad- 380005
3. The Director,
M/s Lion Manpower Solution Pvt. Ltd.,
Shop No. FF-23, Siddhi Chakra Aptt.,
Opp. Visat Petrol Pump, Sabarmati,
Ahmedabad (Gujarat)- 380005

.....First Parties

V/s

The Zonal Secretary,
Indian General Labour Federation,
28/B, Narayan Park, B/H Chandkheda Railway Station,
Sabarmati, Ahmedabad- 382470

.....Second Party

For the First Party : None
For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-30011/1/2020-IR (M) dated 09.07.2020 for adjudication to this Tribunal.

SCHEDULE

“ Whether the demand of the Zonal Secretary, Indian General Labour Federation, Ahmedabad to reinstate workman Shri Alpeshsingh Jhala at ONGC Ltd; Ahmedabad through contractor M/s. Lion Manpower Solution Pvt. Ltd as Security Guard on Contract Basis is legal, fair & justified? if yes, then what relief the workman, Shri Alpeshsingh Jhala is entitled to and what other directions, if any, are necessary in this matter?”

1. The reference was received in this Tribunal on 17th August, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1052.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ओएनजीसी लिमिटेड; मैसर्स लायन मैनपावर सोल्यूशन प्राइवेट लिमिटेड; मैसर्स चेकमेट सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और इंडियन जनरल लेबर फेडरेशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.-22/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-30011/2/2020-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1052.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 22/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ONGC Limited; M/s Lion Manpower Solution Private Limited; M/s Checkmate Services Pvt. Ltd. and Indian General Labour Federation** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-30011/2/2020— IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 22 / 2020

1. The Director,
M/s Lion Manpower Solution Pvt. Ltd.,
Shop No. FF-23, Siddhi Chakra Apartment,
Opp. Visat Petrol Pump, Sabarmati, Ahmedabad (Gujarat)
2. The Zonal Secretary,
Indian General Labour Federation,
28/B, Narayan Park,
B/h. Chandkheda Railway Station, Sabarmati, Ahmedabad (Gujarat)
3. The Chief General Manager (Security),
M/s ONGC Ltd;
Avani Bhavan, Chandkheda, Ahmedabad- 380005First Parties

V/s

M/s. Checkmate Services Pvt. Ltd.,
12- Subhas Nagar Society, Nr. Embassy Market,
B/H Sales India, Ashram Road,
Ahmedabad (Gujarat)- 380009Second Party

For the First Party : None
For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-30011/2/2020-IR (M) dated 16.07.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Zonal Secretary, Indian General Labour Federation, Ahmedabad to reinstate workman Shri Dharmendra Kumar Yadavat at ONGC Ltd; Ahmedabad through contractor (1) M/s. Lion Manpower Solution Pvt. Ltd and (2) M/s. Checkmate Service Pvt Ltd as Security Guard is legal, fair & justified?

If yes, then what relief the workman, Shri Dharmendra Kumar Yadavat is entitled to and what other direction, if any, are necessary in this matter?"

1. The reference was received in this Tribunal on 17th August, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering "no dispute" between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1053.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ओएनजीसी लिमिटेड; मेसर्स एम. वी. देसाई; मेसर्स मैन ट्रेवल्स; मेसर्स देवेन्द्र ट्रांसपोर्ट के प्रबंधन के संबद्ध नियोजकों और ग्लोरियस पेट्रोलियम मज़दूर संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.-24/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-30011/7/2020-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1053.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 24/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ONGC Limited; M/s M.V. Desai; M/s Man Travels; M/s Devendra Transport and Glorious Petroleum Mazdoor Sangh** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No.. L-30011/7/2020— IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 24 / 2020

1. The Incharge (Transport),
M/s ONGC Ltd;
Transport Section, Sabarmati,

Ahmedabad(Gujarat)

2. M/s M.V. Desai,

6, Ashok Nagar Society, Radhanpur Road,

Mehsana (Gujarat)

3. M/s Man Travels,

R- 27, Bhavana Farm, Rajpipla Road, Ankeshwar,

Bharuch

4. M/s Devendra Transport,

H-2, H.B. Commercial Centre, Nr. Visat Petrol Pump,

Sabarmati Ahmedabad (Gujarat)

5. The Executive Director, (AM),

M/s. ONGC Ltd;

Avani Bhavan, Chandkeda,

Ahmedabad (Gujarat)- 380005

.....First Parties

V/s

The General Secretary,

Glorious Petroleum Mazdoor Sangh,

A/3, Priya Darshini Society, Nr. New Railway

Colony, Sabarmati, Ahmedabad (Gujarat)- 380019

.....Second Party

For the First Party

: None

For the Second Party

: None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-30011/7/2020-IR (M) dated 16.07.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of ONGC Ltd. Ahmedabad and their contractors namely M/s. Devendra Transport, M/s Man Travels and M/s. M.V. Desai in terminating/discontinuing the services of 17 Drivers (Annexure ‘A3’) during the pendency of Ref. (CGIT) Case No. 21/2016 and 103/2017 before the CGIT Ahmedabad is legal, proper and justified? If not, then what relief the workmen (17 Drivers as per Annexure ‘A3’) are entitled to and what other directions, if any, are necessary in this matter?”

1. The reference was received in this Tribunal on 17th August, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 जून, 2024

का.आ. 1054.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री चैतन्य साहू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 13/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-17012/2/2016-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1054.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 13/2016**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Chaitanya Sahu** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-17012/2/2016– IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 18th day of April, 2024

INDUSTRIAL DISPUTE No. 13/2016

Between:

Shri Chaitanya Sahoo,

S/o Late Narasimha Sahoo,

Mandal Street, Near M. Padmavathi House,

Ex-Chairman, Municipality,

Srikakulam-532001.

...Petitioner

AND

The Senior Divisional Manager,

LIC of India,

Jeevita Beema Road,

Jeevan Prakash,

Vishakapatnam-530004.

.....Respondent

Appearances:

For the Petitioner : Party in person

For the Respondent : Sri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.**L-17012/2/2016-IR(M)** dated **8.2.2016** referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of **M/s LIC of India** and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance Corporation of India, Srikakulam Branch in illegally termination Shri Chaitanya Sahu, Ex-night watchmen after serving for 8 years continuously I.E from 15.09.2006 to 31.12.2014 is justified? If not, to what relief he is entitled?”

The reference is numbered in this Tribunal as I.D. No. 13/2016 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for Petitioner evidence. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a 'No-claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 18th day of April, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 4 जून, 2024

का.आ. 1055.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री पी. दामोदर रेड्डी, इंडियन नेशनल ट्रेड यूनियन कांग्रेस के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 19/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. जेड-16025/04/2024-आईआर. (एम) -72]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1055.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 19/2021) of the Central Government Industrial Tribunal cum Labour Court, Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to LIC of India and Shri P. Damodar Reddy, Indian National Trade Union Congress which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. Z-16025/04/2024—IR (M)-72]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 6th day of May, 2024

INDUSTRIAL DISPUTE No. 19/2021

Between:

Shri P.Damodar Reddy,

Organizing Secretary, Indian National

Trade Union Congress, Flat No. 303,

Sri Sai Sadan, 2-1-34, Old Ramalayam Lane,
Old Nallakunta, Hyderabad-500044.

.....Petitioner

AND

The Regional Manager(E & OS),
LIC of India,
Jeevan Bhagya, Saifabad
Hyderabad-500063.

.....Respondent

Appearances:

For the Petitioner : None

For the Respondent : Sri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.7(9)/2021-B1 dated 10.03.2021 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of **M/s LIC of India** and their workman. The reference is,

SCHEDULE

“Whether the action of the management of LIC of India in terminating the services of Sri B.Anil, ex-worker in justified? If not, what relief the concerned workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 19/2021 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner. Despite sufficient opportunity Petitioner did not file any claim statement. It seems that Petitioner do not want to pursue his case. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is dismissed and a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 6th day of May, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 4 जून, 2024

का.आ. 1056.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए.पी. मिनरल डेवलपमेंट कॉर्पोरेशन लिमिटेड (एपीएमडीसी) के प्रबंधन के संबंध में नियोजकों और एपीएमसी एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस न.- 21/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. जेड-16025/04/2024-आईआर. (एम) -73]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1056.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 21/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **A.P. Mineral Development Corporation Limited (APMDC)** and **APMC Employees Union** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. Z-16025/04/2024— IR (M)-73]

DILIP KUMAR, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 22nd day of March, 2024

INDUSTRIAL DISPUTE No. 21/2023

Between:

The General Secretary,

APMC Employees union,

Mangampet,

Y.S.R., Andra Pradesh-516106.

.....**Petitioner/Union**

AND

The V.C & M.D,

A.P. Mineral Development Corporation Ltd. (APMDC)

Np.294/D, 100 ft Kanur to; Nidamanur Road,

Vijayawada - 521137

.....**Respondent**

Appearances:

For the Petitioner : None

For the Respondent : M/s. M.Venkata Ramana & B. Naveen Kumar, Advocates

AWARD

The Government of India, Ministry of Labour by its order No.5/2/2023-B1 dated 24.7.2023 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of A.P. Mineral Development Corporation Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the APMDC management is justified in not granting the promotion to 25 outsource/trainee workers? If not, what relief the workers are entitled for?”

The reference is numbered in this Tribunal as I.D. No. 21/2023 and notices were issued to the parties concerned.

2. Petitioner/Union absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner Union. Therefore, in absence of Petitioner /Union and non-filing of claim statement by the Petitioner/Union, the case is dismissed and a ‘No Claim’ award is passed. Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 22nd day of March, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 4 जून, 2024

का.आ. 1057.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 **धनबाद** के पंचाट (04/2008) प्रकाशित करती है।

[सं. एल-12011/89/2007-आईआर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 4th June, 2024

S.O. 1057.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2 Dhanbad* as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No L-12011/89/2007- IR (B-II)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.****PRESENT**

Dr.S.K.Thakur,
Presiding
Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947.

REFERENCE NO 04 OF 2008.**PARTIES:**

The Secretary,
Bank of India Employees Union,
C/o Bank of India, Zonal Office,
Main Road, Ranchi
Vs.

The Branch Manager,
Bank of India
P.O. Jharia,
DHANBAD (Jharkhand)

Order No. L-12011/8912007-IR (B-II) dt.02.01.2008**APPEARANCES**

On behalf of the workman/Union : Mr.D.Mukherjee, Ld.Advocate .
On behalf of the Management : Mr.D.K.Verma, Ld.Advocate.

State : Jharkhand Industry : Banking
Dated Dhanbad the 28th August, 2023

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/89/2007-IR (B-II) dt.02.01.2008

SCHEDULE

Whether the action of the management of Bank of India in imposing the penalty of reduction by two stages in the scale of pay and withdrawal of special pay "Head Peon Allowance" on Shri Srikant Pandey, Head Peon vide order dated 25.06.2005 is legal and just? If not, what relief the workman is entitled

The Government of India, Ministry of Labour & Employment, New Delhi has referred the present dispute existing between employer i.e., the Management of Bank of India and its workman claimant herein, under cause (d) of the Sub. Sec. (1) and Sub-Section (2A)(2) of the Sec. 10 of the I.D. Act, 1947 vide Reference Order No. L-12011/89/2007-IR (B-II) dt.02.01.2008 for adjudication. Subsequently, it was registered as Reference case No. 04 of 2008 on 15.01.2008 and an order to that effect was passed to issue notices through the Registered Post to the parties concerned, directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Post were sent to the parties concerned.

3. The Sponsoring Union/workman filed the written statement of claim on its behalf on 23.04.2008 with exchanging copy of the claim with Opposite Party/Management. The brief facts as narrated in the Written Statement of claim are as follow

- i) That, Sri Srikant Pandey has been working as permanent Head Peon since long with unblemished record of service.
- ii) That, the workman was promoted due to his sincere and efficiency service.
- iii) That, at the relevant time the Manager of the Bank was very much biased and prejudiced against the concerned workman for various reasons which was known to everybody and he hatched up a ploy to entangle the concerned workman in a false case to remove him from service.
- iv) That with the aforesaid ulterior motive the Manger managed to issue a false and frivolous charge-sheet dt. 07.12.2004 to the concerned workman on false and frivolous charges.
- v) That, the charges as leveled in the charge-sheet are not only false and frivolous but also ludicrous and unfortunate.
- vi) That, on 23. 07.2004 one Smt. Meena Devi had applied for loan under SOSRY Scheme and as allegedly the same was refused, so she allegedly lodged a complaint against the Manger as per alleged warning of he concerned the allegation dt. 23.07.2004 and charge sheet issued on 07.12.2004.
- vii) That, the abnormal delay in lodging complaint and drawing charge sheet ipso facto proves the ill-motive and illegality and on the point of delay alone the charge sheet is illegal and void .
- viii) That, the allegation as levelled in the charge sheet does not constitute misconduct and hence, the charge sheet, enquiry and punishment are illegal and bad in law.
- ix) That, in spite of the aforesaid fact and specific denial of charges the management completed empty formality through biased and prejudiced Enquiry Officer.
- x) That, the enquiry was conducted in most illegal and arbitrary fashion and in utter violation of principles of natural justice.
- xi) That, the document called for by the workman concerned was neither produced nor given explanation for not filing the same.
- xii) That the conduct of the Enquiry Officer ipso facto show his biasness and malafideness which is evident from the recording of Smt. Meena Devi.
- xiii) That the Enquiry Officer miserably failed to appreciate the evidence and finding of the Enquiry Officer was perverse and not based on evidence on record.
- xiv) That, on the basis of perverse finding of the Enquiry Officer the Management imposed punishment on the concerned workman.
- xv) That, concerned workman had represented before the Appellate Authority against the illegal and arbitrary imposition of punishment, but the Appellate Authority mechanically disposed of the appeal without passing any speaking order.
- xvi) That the workman concerned after exhausting all avenue of amicable settlement raised an Industrial Dispute through the Sponsoring Union which is referred to this Hon'ble Tribunal
- xvii) That, the action of the Management of Bank of India in imposing penalty on Srikant Pandey by order dated 25.06.2005 was neither legal nor justified.

- xviii) That the action of the management of Bank of India is illegal, arbitrary and against the principle of natural justice.
 - xix) That the action of the management of Bank of India is vindictive in nature and smacks of anti-labour policy of the Management .
 - xx) That the punishment inflicted on Srikant Pandey is too harsh and disproportionate to the alleged offence.
 - xxi) That the punishment was imposed by an unauthorized person whereby seeking to answer the Reference in favour of the workman.
4. Contrary to it the O.P. /Management denying all the point of claim and brushing aside all the allegations brought against the them counter stated with following statement:
- i) That the present reference is not maintainable ether in law or in fact.
 - ii) That the workman concerned committed gross misconduct according to the clause 5(J) and 5 (K) of the Bipartite Settlement dated 10.04.2002.
 - iii) That the accordingly Disciplinary Authority issued a charge sheet to the workman concerned vide Charge sheet No. 07.12.2004 and appointed Bharat Kumar Rastogi Sr. Manager, Hirapur, SSI Branch as an Enquiry Officer.
 - iv) That the workman concerned denied the charges levelled against him.
 - v) That the Enquiry Officer conducted the domestic enquiry in accordance with principle of natural justice, and submitted his report to the Disciplinary Authority holding therein the workman concerned as guilty of the charges.
 - vi) The Disciplinary Authority issued a second Show Cause Notice to the workman concerned and supplied the copy of the said enquiry report.
 - vii) That the Disciplinary Authority allowed the workman concerned for personal hearing for his defence .
 - viii) Then the workman concerned appeared before the Disciplinary Authority for personal hearing on 23.06.2005.
 - ix) Thereafter the Disciplinary Authority passed order of punishment on 25.06.2005 and served the copy of order on 25.06.2005. .
 - x) That thereafter the workman concerned filed an appeal before the Appellate Authority against the order of punishment passed by the Disciplinary Authority.
 - xi) That after hearing the workmen concerned the Appellate authority dismissed the appeal of the workman concerned vide order dated 25.10.2005.
 - xii) That the Enquiry Officer conducted domestic enquiry in accordance with principle of natural justice. The workman concerned participated in the Enquiry along with his defence representative Sri mesh Kumar Das, Clerk Main Branch, Ranchi.
 - xiii) That the Management Representative examined Management witness and the Enquiry Officer gave full opportunity to the workman concerned and hid defence Representative to cross examine the Management witnesses. The defence Representative cross examined the Management witnesses at length.
 - xiv) The Enquiry Officer also allowed the workmen concerned to produce his defence witness. The workman concerned examined one witness in his defence.
 - xv) That the Enquiry Officer afforded full opportunity to the workman concerned during the enquiry to defend his case.
 - xvi) That the workman concerned is not entitled to any relief.
5. Furtherin the rejoinder both the parties under reference and the O.P./Management (Bank of India), Jharia (Dhanbad) filed their pleadings rebutting claims of each other reiterating their stand as fair and proper .
6. During the course of hearings deposition by the O.P. /Management side were adduced as MWI on Preliminary point on 17.04.2014 with following documents which were displayed and exhibited as follows:.

- i) Ext. M-1 relates to the charge sheet dt. 07.12.2004 (in three sheets) issued by Disciplinary Authority Mr. D.P.Patil .Chief Manager, Bank of India Zonal Office, Dhanbad to the workman.
- ii) Ext. M-2 stands for enquiry proceedings running into seventy four pages in the pen and signature of the workman concerned
- iii) Ext. M-3 in relation to written brief summary so submitted by Mr.Muneshwar Ram, a Representative of the O.P./Management under his own pen and signature likewise the workman also filed the brief note of the case dt.25.04.2005 in eleven sheets under his own pen and signature thereon marked as M-3/ 1.
- iv) M-4 exclusive Enquiry Report covering all the enquiry proceedings of the case under the seal and signature of the Enquiry Officer therein .
- v) Ext.M-5 represents to the letter dated 07.12.2004 giving specific power to the Enquiry Officer to conduct the enquiry in the said case apart from appointment of Mr.Muneshwar Rain as Management Representative to represent the case on behalf of Management.
- vi) Ext.M-6 relating to second show Cause Notice dt.21.06.2005 issued to the workman by the Disciplinary authority under his signature in two sheets.
- vii) Ext. M-7 denotes the punishment order dated 25.06.2005 consisting of four pages.
- viii) Ext M-8 represents the Appeal dated 25.10.2005 in two sheets preferred by the workman to the Appellate Authority.

The workman on his testimonial stated that he had all along unblemished service track record .He was working as Head Peon at the relevant time posted at the Bank of India Jharia An a frivolous charger sheet under allegation of demanding 1,300/ Rupees in exchange for getting the loan sanctioned a customer namely Meena Devi was levelled and in a second charge he allegedly demanded Rs,5,000/- from a customer namely Mr. Uttam in exchange of non-disclosure of facts that that may stand ground for rejection of his application seeking Rs. 50,000/- to deal in Hardware business. Both of the issues he was charge sheeted and subsequently domestic enquiry was held holding therein the workman guilty of the charges and, finally the workman was imposed with punishment of lowering down of two stages in the scale of pay and withdrawing of Head Peon Allowance in a prejudiced and biased manner.

The Workman (Srikant Pandey) contended that in his reference to the document which has been the complainant (Smt. Meena Devi) admitted that she did not complain against the workman in written on the issue of bribery . Granting loan is the Branch Manager's prerogative. It could not confronted independently. The trial held here could not do anything of any allegation which could be taken as consideration.

In relation to another charge witness Shri Dilip Kumar Keshri was not called for appearance in the domestic enquiry. The Ld. Advocate for the Petitioner/workman pleaded no relevancy. The 2nd charge of nature resembling the nature of blackmailing in exchange of some money does not have any basis and throws a great deal of suspicion as introducing evidence . Sri Dilip Keshri was not called for examination in enquiry .The workman was denied the opportunity to cross him . So the 2nd charges against the workman does not have any bearing or consequential effect.

7. The O.P./Management pleading in testimony examined MWI Bharat Kumar Rastogi who testified that said workman Srikant Pandey was posted as Head Peon at the Bank of India, Jharia Branch, Dhanbad when the charges had been framed against him on two specific allegation that the workman received bribe of Rs. 1,300/- from Smt. Meena Devi for total for a sum of Rs. 1,300/ in exchange for getting the rejected loan sanctioned by the Authority concerned with threat by the workman to then Branch Manager for counter allegation if the workman is not fulfilled, and secondly Black-mailing the Customer Uttam for payment of Rs. 5,000/ otherwise he would expose the nexus of the pact between Arrow Industry Owner Dilip Keshri and his compromised settlement to the Branch Manager in which the application of Uttam for Rs. 50,000/- would be rejected Enquiry Report was submitted containing of seventy four pages with all the documents as Exhibited. Through the elaborate enquiry proceeding workman was held guilty of the charges levelled against him with approval of the Competent Authority and the punishment was imposed upon the workman .

8. From the enquiry proceedings it is recorded that Ms. Meena Devi did not accuse the workman independently .There was no material forthcoming to point finger towards the. workman as recipient of bribery. No such materials surfaced as independent complainant directly accusing the workman,

The 2nd charge brought out by the OP/Management of his involvement which appears based on fictions does not hold good and merely threatening as nothing concrete has been substantiated to deal with the grounds of complaints in the charge-sheet. It shows the carelessness on the part of the workman in relation to his work would not justify serious punishment.

9. Through the examination of the findings prima fade bribery charge against the petitioner could not be established for want of any independent evidence in the enquiry. The Enquiry on the preliminary point established as fair and proper and in accordance with principle of natural justice but workman has scope of being exonerated of the charges framed as the demand and transaction of bribe has not been exposed. As a matter of fact the punishment awarded by the O.P./Management appears to be qualifying to be modified in the light of facts that findings of the enquiry is not logical and conclusive in view of the evidences/proceedings materials available on record, and called for interference to get justice to the workman as no neutral witness was asked to come and depose . In view of the above and for the reason stated above that the enquiry itself is not lawful and liable to be quashed and so findings of the enquiry is not upheld .In consequence the punishment imposed upon the workman cannot be sustained and the same deserved to set aside for the ends of justice.

10. In the background of facts and findings mentioned hereinabove the Tribunal hold by exercising the power of Sec.11-A of the Industrial Dispute Act, 1947 modifying the impugned order of punishment of the O.P./Management (Bank of India), with restoration of the said two stages and "Withdrawal of special pay "Head Peon Allowance" be taken back to the pay scale of the workman with retrospective date and consequential benefits. The punishment will be deemed to be set aside from the date the penalty came into force and original status stand restored.

With above direction the Reference is disposed of with further direction to the O.P./Management to comply with above directives within three months from the date of Notification of this Award after publication in the Gazette of India.

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 4 जून, 2024

का.आ. 1058.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पुंज लॉएड लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री जय प्रकाश सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 25/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. जेड-16025/04/2024-आईआर. (एम)-74]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1058.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Punj Lloyd Limited** and **Shri Jai Prakash Singh** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. Z-16025/04/2024- IR (M)-74]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 25/2021

Date of Passing Order – 22nd March, 2024

Between :-

Punj Lloyd Ltd., at. 335, Ganesh Bhavan,
Kancheipur, Jajpur Road, Jajpur,
Odisha - 746021

... 1st Party-Management.

(And)

Jai Prakash Singh, At. Naglagualariya P.o. Ladpur,
Hathras, Uttar Pradesh - 204101

... 2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Management.
None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(03)/2020- AGL/Adj-B.II, dated 18.03.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action on the part of management of M/s. Punj Lloyd Ltd in terminating the service of Shri Jaiprakash Singh, Turner (A2) is justified and terminal benefit offered to him is adequate? If not, what relief the worker is entitled to?

2. In the reference order, the Deputy Chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-workman.

4. On receipt of the above reference, notice was sent to the 2nd Party-Workman on 20.12.2021 and on dated 06.01.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Workman, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Workman. Despite service of the notice, the 2nd Party-Workman opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workman is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workman has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 4 जून, 2024

का.आ. 1059.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एचपीसीएल; मेसर्स माँ मंगला कंस्ट्रक्शन; आईओटीआई एंड इसीएल के प्रबंधन के संबद्ध नियोजकों और ईस्ट ओडिशा पारादीप रिफाइनरी वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 37/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-30011/69/2017-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1059.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 37/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s HPCL; M/s Maa Mangala Construction; IOTI & ECL and East Odisha Paradip Refinery Workers Union** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-30011/69/2017- IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 37/2019

Date of Passing Order – 22nd March, 2024

Between :-

1. The Terminal Manager,
M/s. HPCL, Paradip Terminal,
District – Jagatsinghpur (Odisha).
2. M/s. Maa Mangla Construction,
HPCL, Paradip Terminal, Plot No. 457,
Bijaya Chandra Pur, Atharbanki, Paradip – 754 145.
3. The Terminal Manager,
IOTI & ESL, HPCL, Paradip Terminal,
P.B. No. 1010, PPL Township, Paradip,
District – Jagatsinghpur – 754 145.

... 1st Party-Managements.

(And)

The General Secretary, East Odisha Paradeep Refinery
Workers Union, At. Nimidhi, Post. Paradeep Garh,
P.S. Paradeep Lock, District – Jagatsinghpur (Odisha) – 754 141.

... 2nd Party-Union.

Appearances:

None.	...	For the 1 st Party-Managements.
None.	...	For the 2 nd Party-Union.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-30011/69/2017 – IR(M), dated 25.04.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the alleged retrenchment of 5 workers and termination of the services of other 18 workmen (list attached of 23 workmen) w.e.f. 24.05.2017 by M/s. Maa Mangla Construction, Contractor under M/s. IOTI & ESL as the Principal Employer and Occupier of HPCL, Paradip Terminal, Paradip is fair, legal and justified? If not, what relief the concerned workmen are entitled to and what directions (if any) are necessary in this regard?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on 29.08.2019, 04.10.2019, 07.01.2020 and on dated 11.02.2020 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. It also appears that the 2nd party-Union vide letter dated 24.09.2019 & 16.03.2020 has stated that they are no more concern with the case. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of

the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Managements, it is presumed that there is no claim of Union against the Managements.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 4 जून, 2024

का.आ. 1060.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैकगाले पनुमातिक प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री बिपिन बिहारी साहू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 21/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. जेड-16025/04/2024-आईआर. (एम)-75]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1060.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 21/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Macgale Pneumatic Private Limited** and **Shri Bipin Bihari Sahu** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. Z-16025/04/2024- IR (M)-75]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 21/2021

Date of Passing Order – 22nd March, 2024

Between:-

Mecgale Pneumatic Pvt. Ltd.,
At present NTPC, Po. Deepsikha, Kanhia,
Talcher, Angul, Odisha 759 039

... 1st Party-Management.

(And)

Sri Bipin Bihari Sahoo,
At./Po. Jagannathpur, Dhenkanal, Odisha – 759 039

... 2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Management.
 None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(08)/2020-AGL (1(17)/2019-B.II/Adj/2021-B.I, dated 19.03.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the termination of service of workman Shri Bipin Bihari sahhoo by the management of M/s. Mecgale Pneumatic Pvt. Ltd., through Sub-Contractor M/s. BISI Engineering violating Section 25-F of Industrial Disputes Act, 1947 is legal and/or justified? If not, what relief the workman is entitled to?

2. In the reference order, the Deputy Chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-workman.

4. On receipt of the above reference, notice was sent to the 2nd Party-Workman on 20.12.2021 and on dated 06.01.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Workman, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Workman. Despite service of the notice, the 2nd Party-Workman opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workman is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workman has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 4 जून, 2024

का.आ. 1061.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एचपीसीएल के प्रबंधन के संबद्ध नियोजकों और आईओसीएल एंड एचपीसीएल ड्राइवर्स एंड एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 42/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. जेड-16025/04/2024-आईआर. (एम)-76]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1061.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 42/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **HPCL and IOCL & HPCL Drivers & Employees Union** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. Z-16025/04/2024- IR (M)-76]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 42/2021**Date of Passing Order – 22nd March, 2024**

Between:-

HPCL, Jatni, Khordha, Odisha – 752 050.

... 1st Party-Management.

(And)

General secretary, IOCL & HPCL Drivers & Employees Union,
At. Chhanghar, P.O. Kusumati, Via Jatni, Khordha
Odisha – 752 050

... 2nd Party-Union.

Appearances:

None. ... For the 1st Party-Management.

None. ... For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(01)/2020-B.II/Adj-B.I, dated 08.06.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action of the management M/s. Universal Mechanical, the new contractor of HPCL, Jatni in not offering employment to the experienced workman Shri Satyabrata Jena who was working in the establishment of the old contractor just fair and legal? If not, to what relief the workman is entitled to?”

2. In the reference order, the Deputy Chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on 20.12.2021 and on dated 03.04.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 4 जून, 2024

का.आ. 1062.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जीवीवी कंस्ट्रक्शंस (पी) लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री केदारनाथ बेहेरा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 26/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. जेड-16025/04/2024-आईआर. (एम)-77]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1062.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 26/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **GVV Constructions (P) Ltd.** and **Shri Kedarnath Behera** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. Z-16025/04/2024- IR (M)-77]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 26/2021

Date of Passing Order – 22nd March, 2024

Between:-

GVV Constructions (P) Limited, Contractor At. Railway
12-13-1085/59, Road No. 11, Sai Nagar Colony, Tarnaka
Secunderabad, Angul, Odisha – 751 020.

... 1st Party-Management.

(And)

Shri Kedarnath Behera, Fr. 71/3, Housing Board Colony,
Phase-II, Chandasekharpur Colony,
Bhubaneswar, Khordha, Odisha – 751 020.

... 2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Management.

None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(542)/2019-B.II/Adj/2021-B.I, dated 29.01.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether Shhri Kedarnath Beheera, project Manager is coming under the purview of workman under sect. 2(s) (iii) of I.D. Act, 1947, or not?

Whether the demand of Shri Kedarnath Behera Project Manager of M/s. GVV Construction Pvt. Ltd., Contractor, for reinstatement with back wages is legal and or justified/ if not what relief the workman is entitled to?

2. In the reference order, the Deputy Chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-workman.

4. On receipt of the above reference, notice was sent to the 2nd Party-Workman on 20.12.2021 and on dated 06.01.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Workman, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Workman. Despite service of the notice, the 2nd Party-Workman opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workman is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workman has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 4 जून, 2024

का.आ. 1063.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स राउरकेला स्टील प्लांट, सेल के प्रबंधन के संबद्ध नियोजकों और गंगपुर मज़दूर मंच के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 58/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-26011/8/2019-आईआर. (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1063.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 58/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Rourkela Steel Plant, SAIL and Gangpur Mazdoor Manch** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-26011/8/2019— IR (M)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 58/2019

Date of Passing Order – 22nd March, 2024Between :-

The Chief Executive Officer,
M/s. Rourkela Steel Plant, SAIL,
Rourkela, District – Sundargarh, Odisha,
Pin – 769 011.

... 1st Party-Management.

(And)

The General Secretary, Gangpur Mazdoor Monch,
Qrts. No. E/113, Sector – 8,
Rourkela, Dist. Sundargarh, Odisha, Pin – 769 011.

... 2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Management.
None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26011/8/2019 – IR(M), dated 14.10.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action of the management of Rourkela Steel Plant, SAIL, Rourkela in terminating the services of the workman, Shri Jugal Kumar Tete by way of removal vide order dated 04.02.2015 based on the proceedings of domestic enquiry is proper legally justified and proportionate to the gravity of the charges? If not, what relief the concerned workman is entitled to?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.
3. Despite directions so given, no statement of claim is received from the 2nd party-Union.
4. On receipt of the above reference, notice was sent to the 2nd Party-Union on 11.02.2020 and on dated 03.04.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.
5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.
6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 4 जून, 2024

का.आ. 1064.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (76/2019) प्रकाशित करती है।

[सं. एल-12011/33/2019-आईआर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 4th June, 2024

S.O. 1064.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 76/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12011/33/2019- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL JUMAR

PRESIDING OFFICER

I.D. No.76 of 2019

Ref. No.L-12011/33/2019-IT (B-II) dated 25.9.2019

Assistant General Secretary,
Punjab National Bank Staff Association, U.P.
117/342, Plot No.44, LIC Society,
Sharda Nagar, Kanpur

-----Applicant

Versus

1. The Chief General Manager,
Punjab National Bank
HRD, Human Resource Development Division,
Corporate Head Office, Sector-10, Dwarika,
New Delhi;
2. The General Secretary,
All India PNB Employee Federation,
47, Nehru Nagar, Model Town,
Ludhiana;
3. The Convenor,
PNB Progressive Employees Association,
E-5/146, Rajajipuram, Lucknow

----Respondents

AWARD

Background of the case:

On 25.9.2019 the Central Government in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947 (14 of 1947) referred following industrial dispute to this Tribunal for adjudication which reads as follows :-

“Whether the action of the management of Punjab National Bank of non-conducting IRM meeting with the majority union PNB Staff Association in Uttar Pradesh is illegal and unjustified in the eye of law or not?”

Whether the PNB Staff Association is entitled to conduct IRM meeting with the management of Punjab National Bank? If, so to what relief the concerned union is entitled to?”

In response to the said reference, on 18.12.2019 the claimant filed their claim statement before this Tribunal.

An application was moved by the claimant praying that the claim statement filed by them may be dismissed as not pressed and the claimant be allowed to file fresh claim statement.

This Tribunal allowed the same, on 18.12.2019 and the claimant filed another claim statement supported by an affidavit, also moved an application for stay.

On 28.1.2021 this Tribunal passed an interim award, reproduced herein below:-

“The workmen’s union has filed application, W-12 for interim award duly supported with an affidavit, wherein the applicant union has submitted that the management is adopting unfair labour practice by not holding IRM meeting with it, being majority union and has prayed that the management be directed not to hold IRM meetings with any other union, except the applicant union. The management has filed written objection, M-13 to the workmen union’s application, however, no affidavit has been filed in support of the objection.

I have heard the President of the workmen’s union and Sri Neeraj Sharma, advocate for the management at length and perused the file.

“Whether the action of the management of Punjab National Bank of non-conducting IRM meeting with the majority union PNB Staff Association in Uttar Pradesh is illegal and unjustified in the eye of law or not?”

Whether the PNB Staff Association is entitled to conduct IRM meeting with the management of Punjab National Bank? If, so to what relief the concerned union is entitled to?”

The management of the Bank has opposed the application of the workmen’s union on two grounds; firstly, the relief sought by the applicant union cannot be granted, because it will amount to deciding the reference and secondly, in the compromise/settlement executed before Dy.Chief Labour Commissioner dated 23.10.2019 in this respect, there is mention of meetings only and not IRM meeting.

Section 2(b) of the Industrial Disputes Act 1947 reads as under:

2(b) “award” means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under section 10A;

The reading of the provision quoted above, itself shows that the Award can be final or interim; hence, the first objection of the management is liable to be rejected and the same is rejected accordingly.

As regards second objection photocopy of the settlement dated 23.10.2019 reached between the parties before Dy. Chief Labour Commissioner(C), Kanpur, which is on record reads as follows:

“23rd Oct., 2019 K7(26)/2019 C.1

Present: Shri Arvind Idewar, Sr Manager HR, PNB, RO, Kanpur

Shri Sanjay Trivedi, Dy. Gen Secretary, PNB Staff Association.

The matter has been discussed at length with the representative of the both the parties. After prolong discussions and suggestions by the Conciliation Officer both the parties are agreed to enter into an amicable settlement and agreed to abide the same with a view to resolve the issue amicably on following terms of settlement.

- 1. That the management of PNB agreed to redress the grievance of PNB Staff Association and will hold the meeting with them periodically.*
- 2. That, the PNB Staff Association will submit a list of agenda item of the management of PNB will in advance once a quarter for bipartite discussions to resolve the issues if any.*

With the above, Union agreed to withdraw the complaint submitted against the management of PNB. The first meeting will be schedule in the month of November, 2019 and further in an interval of 3 months.

-Sd/-

Dy. CLC (C,Kanpur

In the above quoted settlement, no difference in 'meeting' and 'IRM Meeting' has been made and the management failed to distinguish the same in its objection: and secondly, from perusal of the settlement itself discloses that the word 'meeting' used in the settlement refers to IRM meeting only, as it states that the applicant union shall submit a list of agenda items in advance once in a quarter for bipartite discussions.

Furthermore, it is not disputed by management that the applicant union is majority union: hence, as per the settlement, any IRM meeting is to be held with the applicant union, which holds majority membership.

Unfair labour practices:

"4 To encourage or discourage membership in any trade union by discriminating against any workman, that is to say-

(a) Discharging or punishing a workman, because he urged other workmen to join or organize a trade union;

(b) Discharging or dismissing a workman for taking part in any strike (not being a strike which is deemed to be an illegal strike under the Act);

Unfair labour practices, given fifth schedule, one of which is promoting union of its choice by the management and discouraging the union which does not take interest in acting as per directives of the management of the bank in not holding IRM meetings with majority union, which is the applicant union, amounts to unlawful labour practices and the same require to be checked.

Accordingly, setting aside the objections of the management, the application of the applicant union is allowed and the management of the bank is directed to hold IRM meetings with the applicant union; and they are further restrained from holding meeting with any other union applicant union, till disposal of the present industrial dispute. The applicant W-12 of the workmen's union is disposed of accordingly.

List on 22.02.2021 for written statement of defence by the management of the Bank."

Interim award was challenged by the respondent no. 3 by filing a Writ Petition No.4987 (MS) of 2021 (The General Secretary Punjab Progressive Employees Association Versus Presiding Officer, Central Govt. Industrial Tribunal, Lucknow & others) before the Hon'ble High Court, Lucknow Bench, Lucknow. The Hon'ble High Court vide its order dated 2.7.2021 disposed of the Writ Petition, reads as under:-

"Hon'ble Mrs. Sangeeta Chandra, J.

Sri I.M.Pandey, learned counsel for the respondent no.2 has raised preliminary objection regarding the maintainability of the writ petition. He states that this second writ petition has been filed for the same cause of action. He pointed out that one Writ Petition No.38169 (MB) of 2018 was filed by the petitioners challenging the order passed by the Regional Labour Commissioner during conciliation proceedings on 07.12.2018 the writ petition earlier filed has been withdrawn without seeking liberty by this Court to file second writ petition. Now second writ petition is filed for the same cause of action.

Learned counsel for the petitioner has pointed out para-19 of the supplementary affidavit wherein it has been stated that Writ Petition No.38169 (MB) of 2018 was filed against initiation and continuation of conciliation proceeding between the parties as there was no provisions in the Industrial Disputes Act that such conciliation proceedings could be initiated in a dispute relating to two Associations of employees. The said petition remain pending without interim order. Later on, the conciliation proceedings failed between the parties and the dispute was referred for adjudication on merit to the labour court. The writ petition No.38169 (MB) of 2018 became infructuous and therefore it was withdrawn.

The reference order which has been passed on 25.9.2019 by respondent no.5 has been challenged in the instant writ petition on the ground that it is passed without jurisdiction. There is no such provision in the Industrial Disputes Act for referring the dispute between two employees Union to the Labour Court.

Having considered the arguments raised by the parties, this Court is of the opinion no writ petition is maintainable against an Interim Award passed by the Presiding Officer, therefore, this writ petition cannot be entertained. However, certain arguments have been raised by the writ petitioner regarding the denial of opportunity of hearing and pointing out perversity in the Interim Award which refers to opposite party no.2 is majority Union being admitted as majority Union by the bank. It has been submitted by learned counsel for the petitioner that perversity in the interim award shall effect the right of the petitioner to place his case before the Labour Court effectively.

The writ petition is disposed of with a direction to opposite party no.1 to give appropriate opportunity of hearing to the petitioner to place its objections and to consider such objections while passing the final award. It shall be open for the petitioner to point out the perversity if any, in the Interim Award at final hearing before final award, if passed by opposite party no.1

It is provided further that petitioner shall not seek any unnecessary adjournments to delay the hearing of the Reference before opposite party no.1."

At this stage it is also relevant to state that during the pendency of conciliation proceedings i.e. prior to passing of reference order the Punjab National Bank Progressive Employees Association i.e. respondent no.3 filed a Writ Petition No.38169 (MB) of 2018 (Punjab National Bank Progressive Employees Association & others Vs. Union of India & others) before the Hon'ble High Court, Lucknow Bench, Lucknow .

In the said writ petition, after institution of present case, an Application No.114677 of 2019, filed and on the said application an order dated 27.9.2019, passed, quoted below:-

“Hon’ble Munishwar Nath Bhandari,J.

Hon’ble Rajnish Kumar,J.

(C.M.Application No.114677 of 2019)

The application has been filed for withdrawal of the writ petition.

The application is allowed.

The writ petition is dismissed as withdrawn.”

Case of the Claimant:

In brief the case set up by the claimant i.e. Punjab National Bank Staff Association, UP (hereinafter referred to as ‘claimant’) in the claim petition is as under:-

- i) The issue of constitution and mechanism for resolving the grievances of the Bank Employees through its Unions came to be considered in the Shastri Award made in the year 1953 which also mentioned that All India Bank Employees Association (hereinafter referred to as ‘AIBEA’) existed at the National Level and Uttar Pradesh Bank Employees Union was existing in the State of U.P., the UPBEU and its constituents at all India Level and in case of U.P. the UPBEU and its constituents union should be recognized.
- ii) The Ministry of Labour, Government of India also issued code of discipline for recognition of Union by the Management and provided that the Union with the largest membership is entitled to be recognised.
- iii) At the National Level, the AIBEA is existing having its own rules and bye-laws whereunder, AIBEA consists of affiliated organization. In the 25th Conference held in November 2004, the AIBEA has decided that All India Bankwise Organizations, shall provide a clause in their rules that they will give affiliation only to those Unions which are affiliated to State Organization of AIBEA. The bye-laws of AIBEA further provides that all decisions of AIBEA are duly binding on all units, State, Federations, All India Bankwise Organizations and based Unions. Bye-laws 10(a)(iv) further provides that All India Bankwise Federations shall consist of Unions which are duly affiliated to the respective State Organizations of AIBEA and vice-versa.
- iv) As per the bye-laws of AIBEA, the Punjab National Bank Staff Association (U.P.) is affiliated to it and the U.P. Bank Employees Union is the State Organization of AIBEA in State of U.P. and the Punjab National Bank Staff Association (U.P.) is also affiliated to the National Organization as well as the State Organization and in this regard, the letter has also been issued by AIBEA recognizing the Punjab National Bank Staff Association (U.P.) as the only Union of the employees of Punjab National Bank in the State of U.P.
- v) State wise Unions of employees of having coming together and constituted the Federation of the Punjab National Bank just like Federations at the central level of other Banks have been constituted from the base Unions of their employees of different States.
- vi) AIBEA exist at the Central Level. In the year 1985 the U.P. Bank Employees Union was the unitary sole body for representing the cause of employees of different Banks in the State of U.P. However, in view of the requirements of the AIBEA, the Unions of different Banks got themselves registered as separate entities under the Trade Unions Act 1926.
- vii) In such view of the bye-laws of AIBEA as well as the resolution passed by the U.P. Bank Employees Union, the Punjab National Bank Staff Association (U.P.) got itself registered on 22.8.1986, under the Trade Unions Act, and ever since thereafter, the registration of the Punjab National Bank Staff Association (U.P.) has been renewed time to time.
- viii) In the State of U.P. the Punjab National Bank Staff Association (U.P.) was the only Union having the right to raise the grievance of the employees of the Punjab National Bank and had been the Chief Constituent of All India Punjab National Bank Employees Federation (AIPNBEF) and recognized as such. As it had more than 80% employees of the Bank as its members and in view of the settlements reached between the Bank and the AIPNBEF, the method of holding of IRM meetings was evolved to settle out the grievances of the employees at the Circle/Zonal level and it is the Punjab National Bank

- Staff Association (U.P.) which for the last about 34 years as PNBSAUP and prior to that as UPBEU has been participating in the IRM being held by the Bank and for ventilating the grievance of the employees of the Bank.
- ix) All India Punjab National Bank Employees Federation is also a registered body having recognition being constituent body of AIBEA having its own bye-laws, which provides for affiliation of its Base Unions. Under the bye-laws, the mechanism has been provided for suspending the affiliation of the affiliated Unions and the procedure has been provided that if the Union is aggrieved by the decision, it may raise its grievance further before the Central Committee of the Federation and ultimately before the general body of the Federation. In the bye-laws of AIPNBEF there exists no provision to de-affiliate a Union rather only the affiliation can be suspended.
- x) In the present case, the AIPNBEF without giving any opportunity or notice to the Punjab National Bank Staff Association (U.P.) and without passing any order for either suspending the affiliation or disaffiliating the Punjab National Bank Staff Association (U.P.) proceeded to affiliate the Punjab National Bank Progressive Employees Association for the employees of State of U.P. ignoring completely that the Punjab National Bank Progressive Employees Association, nearly has 10% employees of the Bank as its members.
- xi) In an arbitrary manner, the All India Punjab National Bank Employees Federation (AIPNBEF) not only proceeded to affiliate the Punjab National Bank Progressive Employees Association in contravention of its own bye-laws but the PNB also proceeded to issue letter on 1.8.2018 to extend the facility of IRM meetings through the Punjab National Bank Progressive Employees Association without assigning any reason as to why the Punjab National Bank Staff Association, (U.P.) which have been attending the IRM meetings for the last more than 35 years has been deprived of the same.
- xii) In such manner, the employer i.e. the Bank proceeded to adopt unfair labour practice adversely affecting the service conditions of the Bank Employees which are members of the Punjab National Bank Staff Association (U.P.) compelling the Punjab National Bank Staff Association to give strike notice under Section 22(1) on 10.10.2018.
- xiii) After the Shastri Award the Bi-partite settlements have been executed governing the service conditions of the bank employees and in the matter of disciplinary proceedings it has been provided that the defence representative shall be the office bearer of the registered union to which employee is the member. Depriving the Punjab National Bank Staff Association (U.P.) from attending IRM thus amounts to changing the service condition of the employees.
- xiv) Upon receipt of the strike notice, the Regional Labour Commissioner (Central), Lucknow proceeded to institute the conciliation proceedings and issued notices to the parties, despite the fact that the conciliation proceedings were pending but yet the Punjab National Bank in an illegal manner proceeded to hold the IRM meetings in November 2018 with the Punjab National Progressive Employees Association despite the fact that Section 33 of the Act 1947 mandates that upon institution of conciliation proceeding, the service conditions of the employees shall not be altered. In such circumstances, the Regional Labour Commissioner (Central), Lucknow issued the letter on 7.12.2018 and while exercising its powers under Section 33, advised the Punjab National Bank that during the pendency of the conciliation proceedings, such activities either by the opposite party should not be carried out.
- xv) The Bank had complied with the advisory issued by the Regional Labour Commissioner (Central), Lucknow and issued the letter on 14.12.2018 to the Zonal Manager of all the Zonal Offices operating in the State of U.P., not to hold the Zonal IRM meeting with the Punjab National Bank Progressive Employees Association till further instructions.
- xvi) Since the Punjab National Bank Staff Association (U.P.) has not been permitted to participate in IRM meetings of the Bank held on 17.11.2018, the grievances of more than 80% employees of the Bank who are members of the Punjab National Bank Staff Association (U.P.) is yet to be resolved and pending decision at different circles levels, thus affecting the service conditions of the members of the Punjab National Bank Staff Association (U.P.).
- xvii) Punjab National Bank Progressive Employees Association, U.P. for the first time was registered on 25.9.2018 and as such, it cannot be said that it is the majority Association of the employees of the Punjab National Bank, which is also evident from the fact that the Punjab National Bank Progressive Employees Association has also filed its reply on 25.12.2018 before the Regional Labour Commissioner (Central), Lucknow admitting that as on 17.11.2018, the Punjab National Bank Staff Association (U.P.) has the membership of 72.38% of the clerical and subordinate employees in Punjab National Bank, Uttar Pradesh meaning hereby it is admitted by the Bank that Punjab National Bank Staff Association is the only Union having the majority of its employees and the members and hence, the facility of IRM meetings would not

have been withdrawn. Before the Regional Labour Commissioner (Central), Lucknow on behalf of claim, the detailed claim was raised by the letter dated 7.2.2019.

In support of contentions, the claimant along with their claim statement filed the Photostat copies of certain documents, some of them which are necessary for disposal of controversy involved in the present case are mentioned herein below:

- i) Extract of Shastri Award;
- ii) Extract of Code of Discipline issued in the year 1958;
- iii) Bye-laws of AIBEA;
- iv) Letter dated 25.9.2018;
- v) Last Renewal Letter dated 1.12.2018 of Punjab National Bank Staff Association (U.P.);
- vi) Registered Bye-laws of Punjab National Bank Staff Association (U.P.);
- vii) Extract of bye-laws of AIPNBEF;
- viii) Strike Notice dated 10.10.2018;
- ix) Letter dated 14.12.2018;
- x) Order dated 27.9.2019 passed by the Hon'ble High Court;
- xi) Minutes of last IRM meeting dated 19.5.2018 with the participation of the Punjab National Bank Staff Association (U.P.);
- xii) Reply dated 25.12.2018;
- xiii) Letter dated 7.2.2019.

On the basis of above said averments and documents the claimant prayed that the reference be decided in their favour and the forum should be provided to Punjab national bank Staff Association (U.P.) only in all the Four Zones of rating in U.P. as the full majority Union of State/Zone/Circle entitled to hold that IRM meetings with the Punjab National Bank.

Case of the Respondent No.1:

On 17.2.2022 Punjab National Bank i.e. respondent no.1 (hereinafter referred to as 'Bank') filed their written statement supported by an affidavit, categorically denying averments, as pleaded by the claimant in their claim statement. In addition thereto, the Bank averred additional pleas, in brief they are as under :-

- i) The instant proceeding have been initiated pursuant to the letter dated 25.9.2019 whereby in exercise of powers conferred by the Clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act 1947, the Central Government has referred the following dispute for adjudication which is as under:-

“Whether the action of the management of Punjab National Bank of non-conducting IRM meeting with the majority union PNB Staff Association in Uttar Pradesh is illegal and unjustified in the eye of law or not?”

“Whether the PNB Staff Association is entitled to conduct IRM meeting with the management of PNB?, if so to what relief the concerned union is entitled to?”
- ii) This Tribunal decided the whole issue in form of interim award which is not just and proper in the eyes of law and publication of same also not done in Gazette as decided issue.
- iii) As per schedule of reference award applicant union demand is without any basis, moreover as per provision of Industrial Dispute Act 1947 it is a dispute between two Unions i.e. PNB Staff Association and PNB Progressive Employees Association.
- iv) The Interim award was passed after referring to the alleged settlement dated 23.10.2019 in the Application No.K:7(26)/2019/C-1 before Dy.CLC(C), Kanpur wherein Management Representative, agreed and signed the minutes of conciliation dated 23.10.2019, stating therein, to redress the grievance of PNB Staff Association. Management Representative under the undue pressure of PNBSA Union, without having knowledge of the fact that once Dispute No.LKO-7(1-5)/2018 wherein FoC was recorded by RLC(C), Lucknow on 25.7.2019 has been referred to CGIT, Lucknow on 25.9.2019 and the same is pending for adjudication agreed to the effect that Management will hold 'meeting' with PNB Staff Association, periodically but not IRM meeting as the IRM meetings have its own genesis in the Memorandum of

Settlement was arrived at between the management of PNB and All India Punjab National Bank Employees' Federation (AIPNBEF).

- v) A Memorandum of Settlement dated 31.10.1974 was arrived at between the Management of PNB and All India Punjab National Bank Employees' Federation (AIPNBEF) for creation of Industrial Relations Machinery, wherein it was agreed upon to resolve the dispute, a machinery consisting of representative (not exceeding three) of the units of the Federation and the Management shall be constituted, which shall meet once in eight weeks at all the regional/departmental levels. PNBSA (U.P.) was affiliation of Federation i.e. AIPNBEF, therefore, in terms of the memorandum of settlement dated 1.1.11.183, the meetings were held with PNBSA (U.P.) but AIPNBEF through their letter dated 28.5.2018 informed the bank about withdrawal of their affiliation to PNBSA (U.P.).
- vi) Vide its letter dated 3.7.2018 the AIPNBEF requested the Bank to extend the facility of IRM meetings to the Punjab National Bank Progressive Employees' Association, U.P. which is a registered unit (Registration No.10175) in terms of the memorandum settlement signed by and between the management of PNB & AIPNBEF dated 1.11.1983.
- vii) In this regard an Industrial Dispute No.LKO-7(1-5)/2018 was filed by PNBSA before the Regional Labour Commissioner (Central), Lucknow as regards holding of IRM meeting in the State of Uttar Pradesh wherein after several rounds of deliberations, failure of Conciliation (FoC) was recorded on 25.7.2019. Thereafter vide order dated 25.9.2019 having reference No.L-12011/33/2019, Ministry of Labour referred the matter for adjudication to this Tribunal.
- viii) In order to fulfil their ulterior motive, PNBSA filed Industrial Dispute No.K:7(26)/2019/C-1 before Dy.CLC(C) Kanpur on 30.7.2019 wherein while acting like a compulsive litigant, various issues including that of IRM were raised for conciliation discussions. The conciliation discussion was held on several dates and on 26.9.2019 it was recorded by the Dy. CLC(C) in the proceeding that '..... the Union representative has withdrawn all points of their charter of demands with a liberty to file fresh industrial dispute relating to other issue separately except the issue of IRM. The management of PNB submitted that they will take concurrence from their head office in regard to allowing the present union (PNBSA) for IRM and only after due approval they will allow.' However, in this regard, no concurrence was ever provided from the Head office for allowing IRM with PNBSA Union.
- ix) Despite having knowledge of the fact, on the same issue vide order dated 25.9.2019 having reference no.L-12011/33/2019, Ministry of Labour has already referred the matter for adjudication to this Tribunal and no settlement in this regard in the State of U.P. can be reach out, settlement was signed before Dy. CLC(C), Kanpur on 23.10.2019 wherein without having the concurrence of Head office, management representative was forced to sign upon the notes of conciliation. Thereafter, it was decided to move an Application dated 31.10.2019 before Dy.CLC(C), Kanpur for necessary advisory/rectification in the minutes of conciliation proceedings held on 23.10.2019 which was duly received and acknowledged by the office of Dy. CLC(C), Kanpur on 31.10.2019. The said fact was also brought to the knowledge of PNBSA through letter dated 7.11.2019 wherein it was informed that since Bank has filed an application dated 31.10.2019 before Dy. CLC(C), Kanpur, it is advisable to wait for the outcome of directions of Dy. CLC(C), Kanpur. Till date no reply from the office of Dy. CLC(C), Kanpur is received.
- x) Hon'ble Delhi High Court vide its judgment and order dated 8.10.2009 passed in W.P. No.11988/2009 (All India Punjab National Bank Workers Federation Vs. Punjab National Bank) has upheld as under:-

“It is not open for him to challenge the impugned settlement in writ proceedings. Even otherwise the petitioner being the minority union has no locus standi to challenge the impugned settlement arrived at between the management of Punjab National Bank and the majority union. The Hon'ble Supreme Court has held in the case of Chairman SBI & another Vs. All Orissa State Bank Officers Association & others reported in JT 2002(4) SC 537 that right to participate in discussions/negotiations regarding general issues affecting all employees and settlement, if any, arrived at as a result of such discussions/negotiations which is binding on all employees is available only to a majority union. In view of this judgment of the Supreme Court, I have no hesitation in holding that the petitioner being the minority union representing only 3.26% workers of clerical cadre has no locus standi to challenge the settlement dated 13.10.2008 arrived at between the employer and the majority union of workers.”
- xi) As on 19.1.2022 PNB Staff Association U.P. has a membership of 3302 of workmen employees and PNBPEA, U.P. has membership of 3997 workmen employees working in PNB in the State of Uttar Pradesh. As such, PNBPEA has a majority status in the State of U.P. and interim award was passed without having complete knowledge of the factual aspects as on date, therefore, interim award dated 28.1.2021 passed by CGIT, Lucknow is fit to be modified.

- xii) Discussions were held with All India Punjab National Bank Employee's Federation in the context of Industrial Relations Machinery set up in the respondent bank in 1974 by the said settlement. It was assured by the Federation at that time for efficient and smooth functioning of the Bank, the Federation shall emphasize the need to inculcate a better sense of discipline and responsibility among the employees. As a result of detailed discussions, a settlement was arrived at with the Federation on 1.11.1983 in which it was decided that :-
- “In case of any grievance or a feeling that the Manager has acted beyond the rules, the matter shall be discussed by the aggrieved person/president and/or unit Secretary of the branch with the Branch Manager. However, the employee will refrain from recourse to mass assembly/deputation on the branch manager and other officers of the bank.
- In the event of any grievance not being at the branch level, the unit may take it up with the State/Regional body which may in turn take it up with the Regional Managers in IRM.”
- xiii) As per memorandum of settlement of 1974 and 1983, it is agreed upon to conduct the IRMs with AIPNBEF and its affiliated units. The memorandum of settlement has no mention of majority of any union in State/District/Circle/Zone for conducting IRM. In terms of the memorandum of settlement dated 1.11.1983, the PNB Staff Association, U.P. being the then Unit/affiliate association was periodically conducting IRM meeting with the Regional Managers/ Circle Heads/Zonal Managers in U.P.
- xiv) The PNB Staff Association U.P. was unit/affiliate of the Federation i.e. All India PNB Employees Federation, therefore in terms of settlement dated 1.11.1983 the meetings were held with PNB SA, U.P. but AIPNBEF through their letter dated 28.5.2018 informed the Bank about the withdrawal of their affiliation to PNBSA UP and vide letter dated 3.7.2018 AIPNBEF requested the Bank to extend the facility of IRM meeting to PNB PEA U.P. in terms of the settlement signed by and between the management of PNB and AIPNBEF dated 1.11.1983.
- xv) The respondent bank vide letter dated 1.8.2018 informed the Zonal Managers of Lucknow, Agra and Meerut that PNB Progressive Employees' Association, U.P. has been granted affiliation by AIPNBEF, as a state affiliate in U.P. and requested to extend the facility of Zonal level IRM to PNB Progressive Employees' Association and also to advise all the circle offices under their jurisdiction to extend the facility of circle IRM meeting to the said Association with immediate effect.
- xvi) Since the PNB PEA is a registered unit of AIPNBEF and the PNBSA (U.P.) is no longer a unit of federation, the instructions to extend the facility of Zonal/circle level IRM to PNBPEA State affiliate of AIPNBEF in U.P. vide letter dated 1.8.2018 was in terms of the said settlement dated 1.11.1983 signed by the Bank with the Federation i.e. IRM is conducted with the units of Federation.

Case of Respondent No.2:

On behalf of respondent no.2 i.e. All India PNB Employee Federation, the written statement was filed on 1.2.2022, in brief it is pleaded as under:-

- i) Being an all India majority Federation/union, AIPNBEF's nominated workman employee is appointed on the Board of Directors of the bank, as workman employee Director, in terms of clause (e) of Sub-Section 3 of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970/1980, read with the Sub-clause (1) & (2) of Clause 9 of the Nationalized Banks (Management & Miscellaneous Provision(s) Scheme 1970/1980, by the GOI/MOF. There is well defined set up over holding of Industrial Relations Machinery Meetings in PNB, in terms of Bilateral Settlements, signed by an between the Management of PNB and AIPNBEF, (being the majority Federation/Union), dated 31.10.1974, 01.11.1983 and 13.9.2013.
- ii) In terms of said settlements, Industrial relation machinery meetings are held with the Federation and its state units/affiliates, at the corporate level and at all circles, at regular intervals and minutes are signed/exchanged. By the dint of Settlements, PNBPEA (U.P.), being the state unit of AIPNBEF is holding IRM meetings with the Circle Heads in the State of U.P. vide HRMD/Head Office, Punjab National Bank letter/Mail No.HRMD/IR/2805/PG dated 1.8.2018.
- iii) After decentralization of administrative set up of the Bank and creation of Zonal Offices, it was bilaterally agreed by and between the Management of PNB and AIPNBEF to introduce/create forum of Zonal IRM meetings and a reference in-re, be made to Personnel Division/H.O., Circular letter to the Zonal Managers dated 1.9.1989 and 2nd PAD/HO circular letter No.11/13 dated 12.9.2013 and accordingly Zonal IRM Meetings at Zonal Office level are held with AIPNBEF and its state units and minutes are exchanged.

- iv) All discussions/settlements, in relation to recruitment, manpower, transfers policies, elevation to the Special pay, Carrying posts, promotion from sub-ordinate to clerical and clerical to JMG Scale I, fitment of their salaries, etc. are invariably negotiated/signed by and between the Management of PNB and AIPNBBEF, being a majority Federation/Union for the last more than four decades.
- v) In terms of understanding between the management of PNB and AIPNBBEF, Office Bearers and Central Committee Members of AIPNBBEF and Presidents and General Secretaries of its state units, are extended facilities of 7 days special/organization, leaves, in a year, a reference in re, be made to HRDD/HO circular letter dated 11.12.2013 and accordingly the facility of 7 days special leave is availed by Sri K.K. Mishra (Spl. Assistant), Vide HRMD/HO letter No.HRMD:IR: 2805/PG dated July 18,2018.
- vi) A letter no.HRMD:IR:2805:PG dated 8.2.2021 from the Deputy General Manager-HRMD/Head Office, Punjab National Bank, New Delhi, was written confirming that PNBPEA-UP is representing majority Workman Employees/Staff in the State of U.P.
- vii) The Management of PNB, also hold structured meetings, at regular intervals, with the representative of AIPNBBEF, in the Cor Working Group Meetings, on employee's Welfare Schemes, at corporate level and its state units at the Zonal and circle level, to say Customer Service Committee meetings (31.1.2017), IT Steering Committee Meetings (13.4.2010), Supervisory Committees on Holidays Homes (5.2.2013), Supervisory Committee at Zonal Training Centres (5.10.2013), etc. and the minutes of the same are signed/exchanged.
- viii) In terms of bilateral understandings/settlements, between the Management of PNB and AIPNBBEF (being all India representative/majority Federation/Union), the Notice Boards of the state units of the AIPNBBEF to say in the State of U.P., PNB Progressive Employees Association are installed in all branches and offices of the bank et. all. In this regard a circular no.1109 dated 30.9.1988 and Circular No.125 dated 4.1.2003 are referred. Alike facilities are also provided by the PNB management, to the majority/representative Officers' organization namely: All India PNB Officers Association (AIPNBOA) and its circle units at the corporate level, zonal and circle level and not to the minority officers' Federation (AIPNBOF) in PNB.
- ix) Most importantly, irrefutably, Mr. M.M.Rai, General Secretary, PNBSA (U.P.), the plaintiff union, is also General Secretary of All India Federation of Punjab National Bank Employees (AIFPNBE) and both are rival organizations to AIPNBBEF and its state units, in PNB. It was principally decided by the leadership of PNBSA, U.P. to form a union parallel to AIPNBBEF in PNB, in their meeting held at Delhi on 12.5.2018 and the said Federation (AIFPNBE) was formally launched on 17.6.2018, having its Central Office at Agra and a reference may be made in relation to the formation AIFPNBE vide its circular no.3/18 dated 19.6.2018 and the said Federation may represent even less than 10% of the workmen in PNB. AIFPNBE also started floating its state units parallel to the state units of AIPNBBEF and its state units, activities affiliation to J&K State Union dated 23.7.2018.
- x) In PNB other than the representative/majority Federation (Aall India PNB Employees Federation), which represents 80% of the workman staff in PNB there are 5-6 minority Federations/Associations and none of these represents 5-6% of the workman staff in PNB and one or two may be having even less than 1% of the membership of workman staff.
- xi) In the Statement of Claim filed by PNBSA, U.P. Leadership of PNBSA (U.P.) has deliberately concealed/distorted material facts to say that the referred settlement in the Statement of Claim dated 1/11/1983 with the majority union is none other than All India PNB Employees Federation, with whom PNBSA-U.P. has no relation. PNBSA, U.P. is only a state union and part of All India Federation of PNB Employees (a Minority All India Union) and accordingly, PNBSA-U.P. and AIFPNBE are rival unions to AIPNBBEF and its state units, to say in the state of U.P., PNBPEA, U.P.
- xii) PNBSA (U.P.) a unit of AIFPNB Employees, has no locus standi, in terms of settlements dated 31.10.1974, 01.11.1983 and 13.9.2013 signed by an between the Management of PNB and AIPNBBEF (Majority Workman Staff Organization) and/or any valid, lawful claim to demand Forum of IRM meeting, in PNB, at any level and we would request in all humility that the claim of PNBSA, U.P. may filed, in reference to the stated facts and rules/documents.
- xiii) Till June 2018, in the State of U.P., Punjab National Bank Staff Association, U.P. was affiliated with All India Punjab National Bank Employees Federation, an all India body, therefore, applicant/claimant union was conducting IRM meetings and discussions with Bank Management. Thereafter in the year 2018, the Punjab National Bank, Progressive Employee Association came into existence and the same is registered under the Trade Union Act 1926 bearing Registration No.10175 of 2018-19 in the State of U.P. and has been granted affiliation by the Central Committee of All India Punjab National Bank Employees Federation in its meeting dated 1.7.2018.

- xiv) After affiliation of Punjab National Bank, Progressive Employee Association with the Central Association/Federation a request was made to the Corporate Management of PNB at New Delhi that at Zonal/Circle level IRM meetings should be conducted with the Punjab National Bank, Progressive Employee Association(PNBPEA) vide letter dated 3.7.2018 send by the General Secretary of All India Punjab National Bank Employees Federation. Pursuant to the aforesaid letter, vide letter dated 1.8.2018 the General Secretary of the Federation was informed by the Bank authorities i.e. Deputy General Manager, Human Resource Management Division that necessary directions for holding IRM meeting with the PNBPEA has been issued.
- xv) Vide letter dated 18.9.2018, the Deputy General Manager, Human Resource Management Division, PNB Head Office, New Delhi had clarified the position that earlier PNBPEA was the affiliate unit of State of U.P., however, thereafter vide letter dated 1.8.2018 the facility of the IRM has been extended to PNBPEA which is the State affiliate of Federation. It was further clarified in the said letter that PNB Staff Association, U.P. is no more the State affiliate of All India Punjab National Bank Employees Federation and State affiliate of majority workmen Federation in PNB is Punjab National Bank Progressive Employee Association.
- xvi) The claimant union i.e. Punjab National Bank Staff Association, U.P. which is not a affiliated unit of All India Punjab National Bank Employees Federation in order to hamper the peaceful functioning of the Association/Federation camouflaged and misused the provisions of law. The aforesaid claimant union i.e. Punjab National Bank Staff Association, U.P. issued a notice under Section 22(1) of Industrial Disputed Act for strike to the Bank. The claimant union i.e. Punjab National Bank Staff Association, U.P. is not an affiliate of the Central Federation is itself clear from its Letter Head wherein it has mentioned itself to have been affiliated with some UPBEU.
- xvii) The claimant union i.e. Punjab National Bank Staff Association, U.P. had approached the Regional Labour Commissioner (Central) and Conciliation Officer, Lucknow for alleged complaint against the Bank to allow it to conduct the IRM Meetings even after its de-affiliation from All India Punjab National Bank Employees Federation on July, 2018.
- xviii) A perusal of the complaint made by the claimant union i.e. Punjab National Bank Staff Association, U.P. makes it clear that the claimant union i.e. Punjab National Bank Staff Association, U.P. had not raised any industrial dispute before the authority and in the garb of the industrial dispute the claimant union i.e. Punjab National Bank Staff Association, U.P. seeks a declaration for itself to be declared itself as State affiliate of the National Federation. As per the settlement the management of the Bank is obliged to conduct the IRM meeting with the State affiliates of the National Federation. Once the claimant union i.e. Punjab National Bank Staff Association, U.P. is not an authorized neither State affiliate of the National Federation, it cannot demand the facility of IRM meeting to be extended to it. Thus in the garb of the industrial dispute it seeks a declaration for itself.
- xix) The dispute raised by the claimant union i.e. Punjab National Bank Staff Association, U.P. itself was not an industrial dispute in view of the provisions of Section 2 (K) of the Industrial Dispute Act. As the dispute at hand which in fact a dispute with regard to determination/declaration of actual State affiliate of the National Federation is neither a dispute between the employer and employee or between employer and workmen or between workmen to workmen, which is connected with the employment or non employment or the term of the employment or with the conditions of labour of any person.
- xx) After receiving the notice dated 23.10.2018 the All India PNB Employee Federation is the actual State affiliate of All India Federation and the claimant union i.e. Punjab National Bank Staff Association, U.P. has no locus to file the instant complaint.
- xxi) The Punjab National Bank had also submitted its reply before conciliation authority and supported the contentions of the All India PNB Employee Federation and specifically admitted that All India PNB Employee Federation is presently affiliated with the All India Federation.
- xxii) After completion of conciliation proceeding, the alleged dispute was referred to the Learned Labour Court for adjudication vide reference order dated 25.9.2019 the schedule of reference is mentioned hereinafter:-

“Whether the action of the management of Punjab National Bank of non-conducting IRM meetings with the majority Union PNB Staff Association in Uttar Pradesh is illegal and unjustified in the eyes of law or not?

Whether the PNB Staff Association is entitled to conduct IRM meetings with the management of Punjab National Bank? If, so what relief the concerned union is entitled to?

- xxiii) After receipt of the reference order, the notices were issued to the parties and resultantly the summon dated 19.12.2019 was received at the office of All India PNB Employee Federation and the date of hearing was fixed on 3.2.2020.
- xxiv) The Hon'ble High Court of Delhi in Writ Petition No.11988/2009 in a dispute between All India Punjab National Bank Federation Vs. PNB had recorded a judicial findings that, PNB employees federation is a majority union in the Punjab National Bank possess right to enter with settlement and negotiations with the bank as majority union. The dispute with respect to the Punjab National Bank Staff Association and Punjab National Bank Employees Union was decided by the Hon'ble Central Government Industrial Tribunal cum Labour Court New Delhi in I.D. Case No.43/2011. As per the memberships in the State of U.P. the respondent no.2 union i.e. All India PNB Employee Federation has total number of members higher than the membership of the claimant's union i.e. Punjab National Bank Staff Association, U.P.

The respondent no.2 union i.e. All India PNB Employee Federation on the basis of above said averments made preliminary objections, which are as follows:—

- (a) the dispute is related to a conflict of interest between two rival unions at State Level. The reference order does not reflect any industrial dispute as defined under section 2(K) of Industrial Dispute Act 1947 and such subject matter would not be referred and reference order is without jurisdiction. Thus on this ground alone due to lack of jurisdiction the present reference would liable to be answered negatively.
- (b) the claimant union had not mentioned the facts that he was working as state union in Uttar Pradesh having affiliated from All India PNB Employee Federation. Moreover they had also not shared any letter or confirmation issued by the Bank showing majority membership and also not disclosed the true facts that answering respondent was majority union on the date of presently. Thus claimant had not come with clean hands before this Tribunal, therefore, the applicant union committed fraud with Tribunal by misleading and representing as aforesaid.
- (c) the present reference order is legally not maintainable on the ground that the present reference order and proceedings before this Court are in contradiction with the terms and conditions of the settlements dated 1.11.1983 and 1.9.1989 and also in contradictions with Bank circular dated 13.9.2013, therefore, any reference which is patently contradicted with the settlement would be itself illegal and contrary to law as such, reference would be in conflict with Section 19 of the Industrial Dispute Act 1947, therefore, the present reference is bad in law.
- (d) the present reference is legally not maintainable on the ground that the claimant union has no locus and cause of action to seek the relief made in the present claim application as they are only state unit who has been granted affiliation by the national level federation and they would be entitled for conducting IR meetings with bank and it is admitted fact that claimant union was deaffiliated by All India PNB Employee Federation vide letter dated 3.7.2018.

In support of their contentions, the respondent no.2 i.e. All India PNB Employee Federation filed the Photostat copies of following documents:—

- i) Registration Certificate of All India Punjab National Bank Employees Federation;
- ii) The copies of communications received by the General Secretary of IPNBEF, from the Corporate Management of PNB, vide Personnel Administration Division/HO letter No.PAD:IR:2930 dated 30.10.2015 to Federation No.PAD:IR:2930 dated 17.12.2015;
- iii) Registration Certificate of PNB Progressive Employees Association, U.P. under the Trade Union Act 1926 with Registration No.10175/2018-19;
- iv) Bilateral Settlements signed by and between the Management of PNB and AIPNBEF dated 31.10.1974, 1.11.1983 & 13.9.2013;
- v) Letter/Mail No.HRMD/IR/2805/PG dated 1.8.2018;
- vi) Circulars dated 1.9.1989 and 12.9.2013
- vii) Letter No.HRMD:IR:2805/PG dated 18.7.2018;
- viii) Letter No.HRMD:IR:2805:PG dated 8.2.2021;
- ix) Customers' Service Committee Meetings dated 31.1.2017;
- x) IT Steering Committee meetings dated 13.4.2010
- xi) Supervisory Committees on Holidays Homes dated 5.2.2013;
- xii) Supervisory Committee at Zonal Training Centres dated 5.10.2013;

- xiii) Circular No.1109 dated 30.9.1988;
- xiv) Circular No.125 dated 4.1.2003;
- xv) Circular No.3/18 dated 19.6.2018;
- xvi) Affiliation to J&K State Union dated 23.7.2018;
- xvii) Letter dated 1.8.2018;
- xviii) Letter dated 18.9.2018;
- xix) Notice dated 10.10.2018;
- xx) Copy of Complaint;
- xxi) Reply dated 16.11.2018;
- xxii) Reply submitted by the respondent no.1
- xxiii) Copy of reference order dated 25.9.2019;
- xxiv) Summons dated 19.12.2019;
- xxv) Copy of judgment and order dated 8.9.2010 passed in Writ Petition no.11988/2009
- xxvi) Order dated 7.8.2013 passed in I.D. Case no.43 of 2011

Case of Respondent no. 3:

PNB Progressive Employees Association i.e. respondent no.3 on 25.11.2022 filed their written statement before the Tribunal and following pleadings are taken:

- i) All India Punjab National Bank Employees Federation is a single All India Majority/representative organization of the Punjab National Bank with a federal structure having its unit in all States having the membership at 80% employees of the Bank;
- ii) In order to bring out the policy, which is in the interest of the employees of the Bank, a meeting was conducted and a settlement was derived between the management of the Bank and All India Punjab National Bank Employees Federation in the name of Bilateral Settlement dated 31.10.1974 and thereafter the revised settlement was adopted on 1.11.1983.
- iii) As per the terms of the settlement the management of the Bank was to hold IRM meetings with the Federation and its State affiliates at the Corporate Level and at all circles at periodical intervals. As per the circular of the Bank the IRM meetings are to resolve the dispute, implementation of Bipartite/Bilateral Settlement and to resolve the grievance of the employees with regard to implementation of Bilateral Settlement. Till June 2018, in the State of U.P. Punjab National Bank Staff Association, U.p. was affiliated with All India Punjab National Bank Employees Federation, anal India body. Therefore, applicant/claimant union was conducting IRM meetings and discussions with Bank management.
- iv) In the year 2018 PNB Progressive Employees Association i.e. respondent no.3 came into existence and PNB Progressive Employees Association i.e. respondent no.3 is registered Trade Union under Trade Union Act 1926 bearing Registration No.10175 of 2018-19 in the State of U.P. and has been granted affiliation by the Central Committee of All India Punjab National Bank Employees Federation in its meeting dated 1.7.2018.
- v) After affiliation of the PNB Progressive Employees Association i.e. respondent no.3 with Central Association/Federation a request was made to the Corporate Management of PNB at New Delhi that at Zonal/Circle level IRM meetings should be conducted with the PNB Progressive Employees Association i.e. respondent no.3 vide letter dated 3.7.2018 sent by the General Secretary of All India Punjab National Bank Employees Federation. Pursuant to the aforesaid letter, vide letter dated 1.8.2018 the General Secretary of the Federation was informed by the Bank authorities i.e. Deputy General Manager, Human Resource Management Division that necessary directions for holding IRM meeting with the PNB Progressive Employees Association i.e. respondent no.3, has been issued.
- vi) Vide letter dated 18.9.2018 the Deputy General Manager, Human Resource Management Division, PNB Head Office, New Delhi had clarified the position that earlier claimant union i.e. Punjab National Bank Staff Association, U.P. was the affiliate unit of State of U.P., however, thereafter vide letter dated 1.8.2018 the facility of IRM has been extended to the Association which is the State affiliate of Federation. The claimant union i.e. Punjab National Bank Staff Association, U.P. is no more the State affiliate of All India Punjab National Bank Employees Federation and the State affiliate of majority

- workmen Federation in PNB is Punjab National Bank Progressive Employee Association i.e. respondent no.3.
- vii) The claimant Union which is not a affiliated unit of All India Punjab National Bank Employees Federation in order to hamper the peaceful functioning of the Association camouflaged and misused the provisions of Law. The aforesaid claimant union i.e. Punjab National Bank Staff Association, U.P. issued a notice under Section 22(1) of the Industrial Dispute Act for strike to the Bank. The claimant union is not an affiliate of the Central Federation is itself clear from its letter head wherein it has been mentioned itself to have been affiliated with some UPBEU.
- viii) The claimant union had approached the Regional Labour Commissioner (Central) and Conciliation Officer, Lucknow for alleged complaint against the Bank to allow it to conduct IRM meetings even after its de-affiliation from All India Punjab National Bank Employees Federation on July, 2018.
- ix) A perusal of the complaint made by the claimant union i.e. Punjab National Bank Staff Association, U.P. makes it clear that the claimant union i.e. Punjab National Bank Staff Association, U.P. had not raised any industrial dispute before the authority and in the garb of the industrial dispute the claimant union i.e. Punjab National Bank Staff Association, U.P. seeks a declaration for itself to be declared itself as State affiliate of the National Federation. As per the settlement the management of the Bank is obliged to conduct the IRM meeting with the State affiliates of the National Federation. Once the claimant union i.e. Punjab National Bank Staff Association, U.P. is not an authorized neither State affiliate of the National Federation, it cannot demand the facility of IRM meeting to be extended to it. Thus in the garb of the industrial dispute it seeks a declaration for itself.
- x) The dispute raised by the claimant union itself was not an industrial dispute in view of the provisions of Section 2(k) of the Industrial Dispute Act as the dispute at hand which is in fact a dispute with regard to determination/declaration of actual State affiliate of the National Federation is neither a dispute between the employer and employer or between employer and workmen or between workmen and workmen, which is connected with the employment or not employment or the term of employment or with the conditions of labour of any person.
- xi) After receiving the notice dated 23.10.2018 the respondent no.3 has duly submitted its reply before the Conciliation Officer, Regional Labour Commissioner (Central), Lucknow on 16.11.2018. On 16.11.2018 the National Federation, respondent no.2 has also submitted its reply before Conciliation Officer specifically stating that the respondent no.3 is the actual State affiliate of All India Federation and the claimant union i.e. Punjab National Bank Staff Association, U.P. has no locus to file the instant complaint.
- xii) The respondent no.1 i.e. Punjab National Bank also stated before the conciliation authority and supported the contentions of respondent no.3 thereby specifically admitting that the respondent no.3 is presently affiliated with All India Federation.
- xiii) After the completion of conciliation proceedings the alleged dispute was referred to the Learned Labour Court for adjudication vide reference order dated 25.9.2019, in which the notices were issued to the parties and resultantly the summons dated 19.12.2019 was received at the office of respondent no.3 and the date of hearing was fixed on 3.2.2020. On 3.2.2020 the authorized representative of the respondent no.3 filed its letter of authority seeking time to file its reply and on next date of hearing on 6.3.2020 the claimant union did not press its claim and filed a fresh claim statement and a copy of same was received by the respondent no.3. The next date to file written statement against new claim was fixed as 30.3.2020 but due to Covid-19 lock down proceedings was not taken place. Thereafter on 9.6.2020, 15.10.2020, 15.1.2021 the claimant was not present and viz-a-viz the Learned Presiding Officer was also not available on 15.10.2020 and on 15.1.2021. But on very next date 25.1.2021 without resorting to affording any last opportunity to file written statement from the respondent no.3, the matter was heard and decided.
- xiv) On 25.1.2021 the objections filed by the Bank was taken on record and hearing took place without compliance of principles of natural justice and affording sufficient opportunity of hearing to the respondent no.3 to the dispute.
- xv) The Hon'ble High Court of Delhi in Writ Petition No.11988 of 2009 in a dispute between All India Punjab National Bank Federation Vs. PNB had recorded a judicial findings that PNB employees federation is a majority union in the Punjab National Bank possess right to enter with settlement and negotiations with the bank as majority union. Thereafter the respondent no.3 had been granted opportunity for filing the present written statement.

Respondent no. 3, in their statement of defence, also raised the **preliminary objections**, regarding the maintainability of present reference/claim application. And in support of their contentions, the respondent no.3 i.e. PNB Progressive Employees Association filed the Photostat copy of following documents along with their written statement:-

- a) Registration Certificate of All India Punjab National Bank Employee Federation;
- b) Settlements dated 31.10.1974 and 1.11.1983
- c) Circulars with regard to IRM meetings dated 1.9.1989 and 13.9.2013;
- d) Byelaws as well as Resolution dated 1.7.2018;
- e) Letter dt.1.8.2018;
- f) Letter dt.18.9.2018;
- g) Notice dated 10.10.2018;
- h) Photocopy of complaint ;
- i) Reply of respondent no.3 dated 16.11.2018;
- j) Reply dated 16.11.2018 filed by National Federation;
- k) Reply submitted by respondent no.1
- l) Reference order dated 25.9.2019;
- m) Summons dated 19.12.2019;
- n) Order sheet of proceedings;
- o) Banks' reply filed before the Labour Court on 25.1.2021;
- p) Judgment and order dt.8.9.2010 in W.P.No.11988/2009;
- q) Order dt.7.8.2013 passed in I.D. Case No.43 of 2011;
- r) Letter dt.8.2.2021 of respondent no.1;

Thereafter on behalf of the claimant, rebuttals to the written statements filed by the respondents and certain supplement affidavits were also filed by the parties.

In addition to the pleadings on behalf of parties, document which was annexed by the parties to the litigation, in support of their case, the parties also filed the evidences in the shape of affidavit:-

On behalf of claimant evidences on affidavit in support of their case were filed by the persons namely (a) Sri Kamal Kumar, Vice President of claimant (W-28); (b) Sri Sanjay Kumar Misra, Deputy Secretary of claimant (W-29) and (c) Sri Ayaujuddin Ahmad, Assistant General Secretary of claimant (W-30).

On behalf of respondent no.1 i.e. Punjab National Bank, the evidence in the shape of affidavit of Sri Kalyan Kumar Mishra, Chief Manager (HR) in Punjab National Bank, HRD Department, Circle Office, Lucknow Vibhuti Khand, Gomti Nagar, Lucknow was filed.

Respondent no. 2 i.e. All India PNB Employee Federation, filed an affidavit of one Sri Kamal Kumar Mishra (Vice President of Respondent No.2). And respondent no. 3 filed affidavit of Sri Subhas Ranjan Bajpai, Chairman of PNB Progressive Employees Association, U.P.

Thereafter, the persons who have filed their evidence on affidavit in support of the case of the parties (Examination-in-Chief) were also cross-examined.

Preliminary objections on behalf of respondent No. 2:

Sri Sharad Kumar Shukla, learned counsel for respondent no. 2, (All India PNB Employee Federation) taken a preliminary objection that in view of the pleadings taken in the written statement by the claimant, no industrial dispute exists as per Section 2-K of the Industrial Disputes Act rather there is a dispute amongst the Unions namely claimant's union i.e. Punjab National Bank Staff Association, UP on one hand and on the other hand respondent no. 2 i.e. All India PNB Employee Federation.

So in view of the directions given by the Hon'ble High Court vide its judgment and order dated 2.7.2021 passed in the Writ Petition No.4987 (MS) of 2021, the preliminary objections that there is no industrial dispute in terms of Section 2-K of Industrial Disputes Act exists in the present case, may be decided first.

Sri Sharad Kumar Shukla, learned counsel for respondent no. 2 while pressing the preliminary objections, placed reliance on the averments as mentioned in paragraphs-27 to 33 of the written statement, quoted herein below:-

- “27. That the respondent no.1, Punjab National Bank had also submitted its reply before conciliation authority and supported the contentions of the All India PNB Employee Federation and specifically admitted that All India PNB Employee Federation is presently affiliated with the All India Federation.
28. That after completion of conciliation proceeding, the alleged dispute was referred to the Learned Labour Court for adjudication vide reference order dated 25.9.2019 the schedule of reference is mentioned hereinafter:-

“Whether the action of the management of Punjab National Bank of non-conducting IRM meetings with the majority Union PNB Staff Association in Uttar Pradesh is illegal and unjustified in the eyes of law or not?

Whether the PNB Staff Association is entitled to conduct IRM meetings with the management of Punjab National Bank? If, so what relief the concerned union is entitled to?

29. That after receipt of the reference order, the notices were issued to the parties and resultantly the summon dated 19.12.2019 was received at the office of All India PNB Employee Federation and the date of hearing was fixed on 3.2.2020.
30. That it would be also relevant to mention that the Hon'ble High Court of Delhi in Writ Petition No.11988/2009 in a dispute between All India Punjab National Bank Federation Vs. PNB had recorded a judicial findings that, PNB employees federation is a majority union in the Punjab National Bank possess right to enter with settlement and negotiations with the bank as majority union.
31. That it would be also relevant to mention that the dispute with respect to the Punjab National Bank Staff Association and Punjab National Bank Employees Union was decided by the Hon'ble Central Government Industrial Tribunal cum Labour Court New Delhi in I.D. Case No.43/2011.
32. That it is also material on record that as per the memberships in the State of U.P. the respondent no.2 union i.e. All India PNB Employee Federation has total number of members higher than the membership of the claimant's union i.e. Punjab National Bank Staff Association, U.P.
33. That on the basis of above facts, the following preliminary objections had been raised regarding maintainability of the present reference/proceeding/claim application which are mentioned as under:-

I. Regarding maintainability of reference order:-

The bare perusal of reference order dated 25.9.2019 would show that the dispute is related to a conflict of interest between two rival unions at State Level. The reference order does not reflect any industrial dispute as defined under section 2(K) of Industrial Dispute Act 1947 and such subject matter would not be referred and reference order is without jurisdiction. Thus on this ground alone due to lack of jurisdiction the present reference would liable to be answered negatively and relied upon the following various judgments passed by the Hon'ble Supreme Court various High Courts :-

- i) *Anz Grindlays Bank Limited Vs. Union of India 2005 CJ(SC) 77*
- ii) *Triveni Engineering and Industries Ltd. Vs. State of U.P. & others 2011 CJ (All) 659*
- iii) *Nedungadi Bank Limited Vs. K.P. Madhavankutty 2000 CJ(SC) 115.*

Accordingly Sri Sharad Kumar Shukla, Learned Counsel appearing on behalf of respondent no.2 submits that in the present as the respondent no.2 de-affiliated the claimant's union in respect to the IRM facility which they were availing with the authorities of Bank as per the Memorandum of Settlements dated 31.10.1974, 1.11.1983 & 1.9.1989 entered into between the Management of PNB and All India PNB Employees Federation, the present dispute raised by the claimant is not an industrial dispute as per the definition of Section 2-K of Industrial Disputes Act, as such, the present claim filed by the claimant before this Tribunal is not maintainable and is liable to be dismissed.

In addition to the above said objections Sri Sharad Kumar Shukla, Learned Counsel appearing on behalf of respondent no.2 also submits that the present claim petition filed by the claimant is liable to be dismissed as the claimant wilfully and deliberately stated incorrect averments, in this regard the submissions made on behalf of respondent no. 2 are as under:-

II. Regarding perversity and commission of fraud by the applicant's union:

The claimant union had not mentioned the facts that claimant is state union in Uttar Pradesh having affiliated from All India PNB Employee Federation. Moreover they had also not shared any letter or confirmation issued by the Bank showing majority membership and also not disclosed the true facts that answering respondent was majority union on the date of presently. Thus claimant had not come with clean hands before this Tribunal, therefore, the applicant union committed fraud with Tribunal by misleading and representing as aforesaid. The respondent no.2 accordingly relied upon the following judgement:-

- i) *Satluj Jal Vidyut Nigam Vs. Raj Kumar Rajendra Singh (dead) through Lrs & others (2019) 14 SCC 449*
- ii) *Union of India & others Vs. Ramesh Gandhi 2012(1) 2012(1) SCC 476*

Submissions of respondent no.1 i.e. Punjab National Bank in respect to the preliminary objections:

Sri Vishwas Saraswat, Learned Counsel appearing on behalf of respondent no.1 i.e. Punjab National Bank supported arguments raised by Sri Sharad Kumar Shukla, Learned Counsel appearing on behalf of respondent no.2 that there is no industrial dispute in terms of Section 2-K of the Industrial Dispute Act, so the present adjudication case filed by the claimant is liable to be dismissed.

In addition to the said facts the Learned Counsel appearing on behalf of respondent no.1(Punjab National Bank) also argued as under:-

- i) As per schedule of reference award the demand of applicant's union is without any basis, moreover as per provision of Industrial Dispute Act 1947 and as per Section 2-K of the Act, it is a dispute between two unions i.e. PNB Staff Association and PNB Progressive Employees Association, hence, not maintainable under Industrial Dispute Act 1947.
- ii) As on 19.1.2022 PNB Staff Association, U.P. has a membership of 3302 workmen employees and PNBPEA, U.P. has membership of 3997 workmen employees working in the PNB in the State of Uttar Pradesh. As on 28.4.2023 PNB Staff Association, U.P. has a membership of 2203 of workmen employees and PNBPEA, U.P. has membership of 4347 workmen employees working in PNB in the State of U.P. As such, PNBPEA has a majority status in the State of U.P. to attend IRM meetings.
- iii) A memorandum of Settlement dated 31.10.1974 was arrived at between the management of PNB and All India Punjab National Bank Employees' Federation (AIPNBEF) for creation of Industrial Relations Machinery, wherein it was agreed upon that to resolve the dispute, a machinery consisting of representative (not exceeding three) of the units of the Federation and the Management shall be constituted, which shall meet once in eight weeks at all the regional/departmental levels. The decision arrived at in such meeting shall be in conformity with the provisions of Awards/Bipartite Settlement, H.O. Circulars including settlement with the Federations.
- iv) Later, discussions were held with All India Punjab National Bank Employees' Federation in the context of the Industrial Relations Machinery set up in the respondent bank in 1974 by the said settlement. It was assured by the Federation at that time that for efficient and smooth functioning of the Bank, the Federation shall emphasize the need to inculcate a better sense of discipline and responsibility among the employees. As a result of detailed discussions, a settlement was arrived at with the Federation on 1.11.1983. It was decided that :-
 - In case of any grievance or a feeling that the Manager has acted beyond the rules, the matter shall be discussed by the aggrieved person/President and/or Unit Secretary of the branch with the Branch Manager. However, the employee will refrain from recourse to mass assembly/deputation on the branch manager and other officers of the bank.
 - In the event of any grievance not being at the branch level, the unit may take it up with the State/Regional body which may in turn take it up with the Regional Managers in IRM.
- v) As per Memorandum of Settlement of 1974 and 1983, it is agreed upon to conduct the IRMs with AIPNBEF and its affiliated units.
- vi) The Memorandum of Settlement dated 1.11.1983 was signed between the Management of respondent bank and All India Punjab National Bank Employees' Federation in the context of the Industrial Relations Machinery set up in the Bank in 1974 by a settlement with the said Federation.
- vii) In terms of the provisions of the said settlement dated 1.11.1983 signed by the management of PNB with All India PNB Employees Federation, the PNB Staff Association, U.P. being the then unit/affiliate association was periodically conducting the IRM meeting with the Regional Managers/Circle Heads/Zonal Managers in U.P.
- viii) The PNB Staff Association U.P. (PNBSA UP) was unit/affiliate of the Federation i.e. All India PNB Employees Federation (AIPNBEF), therefore in terms of the settlement dated 1.11.1983 the meetings were held with PNBSA U.P. but AIPNBEF through their letter dated 28.5.2018 informed the Bank about the withdrawal of their affiliation to PNBSA UP and vide letter dated 3.7.2018 AIPNBEF requested the Bank to extend the facility of IRM meeting to PNBPEA UP in terms of the settlement signed by an between the management of PNB and AIPNBEF dated 1.11.1983.

- ix) The respondent bank vide letter dated 1.8.2018 informed the Zonal Managers of Lucknow, Agra and Meerut that PNBPEA, UP has been granted affiliation by AIPNBEF, as a state affiliate in U.P. and requested to extend the facility of Zonal level IRM to PNBPEA, U.P. and also to advise all the circle offices under their jurisdiction to extend the facility of circle IRM Meeting to the said Association with immediate effect.
- x) Since, PNBPEA is a registered unit of AIPNBEF and the PNB SA UP is no longer a unit of the federation, the instruction to extend the facility of Zonal/Circle level IRM to PNBPEA State Affiliate of AIPNBEF in U.P. vide letter dated 1.8.2018 was in terms of the said settlement dated 1.11.1983 signed by the Bank with the Federation i.e. IRM is conducted with the units of Federation.
- xi) Nowhere in Clause (iii) of the Settlement dated 1.11.1983 has the phrase 'State Unit Association' been used.

Accordingly, Sri Vishwas Sarswat, learned counsel for respondent no. 1 requests that the present case was filed by claimant is liable to be dismissed.

Submissions of respondent no.3 i.e. Punjab National Bank in respect to the preliminary objections taken by the respondent no.2:

Sri Akhilesh Kalra, Learned Counsel for the respondent no.3 adopted arguments raised on behalf of respondent no.1 & 2 in respect to the maintainability of the Industrial Dispute Act and also argued that the dispute though given the guise of an industrial dispute between the claimant union and the respondent no.1/Management, however, as a matter of fact as per the averments as made by the claimant in its claim statement, there is a dispute between the claimant's union and respondent no.2 so the same is beyond the jurisdiction of Tribunal to adjudicate as per the definition of industrial dispute as given under Section 2-K of the Industrial Disputes Act 1947, as such, the present industrial dispute may kindly be dismissed as not maintainable.

Rebuttal on behalf of Claimant:

Sri I.M. Pandey Learned Counsel appearing on behalf of Claimant in rebuttal submits as under:-

- i) The claimant's union namely Punjab National Bank Staff Association, U.P. (PNBSA, UP) is a Bank Employees Union duly registered bearing registration no.6820 of 1986-87 dated 22.8.1986 under the Trade Union Act. The dispute arises out of the action of management de-recognizing the claimant union from the facility of IRM meeting vide circular dated 30.5.2018 without any opportunity of hearing and ignoring the majority strength and registered recognized union in the State of U.P. The organizational structure of workmen Union in the Banking sector of India, starts by formation of All India Bank Employees Association (AIBEA) at National Level and U.P. Bank Employees Union (UPBEU) at the State level in 1946 which were duly recognized by the Shastri Award while adjudicating the disputes governing the service conditions of bank employees between Banking Companies and their workers in the year 1953 and as such the Bank workmen are represented through All India Bank Employees Association at National Level and U.P. Bank Employees Union at the State level in Uttar Pradesh.
- ii) After nationalization of banks, the All India Bank Employees Association decided to form Bank- wise union so as to facilitate the speedy redressal of the grievances of bank workmen and accordingly the 'All India PNB Employees Federation(AIPNBEF), the respondent no.2, was formed from amongst the members of All India Bank Employees Association, for the PNB workmen. The All India PNB Employees Association Federation (AIPNBEF) being affiliate of All India Bank Employees Association got recognition by the PNB Management and accordingly All India PNB Employee Federation, Respondent no.2, while raising the grievances of PNB Workmen entered into a bilateral settlement on 31.10.1974 with the management to hold "Industrial Relation Machinery Meeting" (IRM) with the workmen union for redressal of grievances of the employees of Punjab National Bank.
- iii) All India PNB Employees Federation(AIPNBEF) entered into Memorandum of Understanding (MOU) on 31.10.1974 representing the All India Bank Employees Association because by that time it had no legal entity due to not being registered under the Trade Union Act as it came to be registered on 15.09.1977 after about three years of the aforesaid settlement dates 31.10.1974 as is evident from its Registration Certificate contained in Annx.1 to the WS of respondent no.2 and as such the Memorandum of Understanding (MOU) dates 31.10.1974 is deemed to have been made between the All India Bank Employees Association was allowed to participate in the IRM as State Unit in U.P. pursuant to the aforesaid settlement, despite it not being affiliated to All India PNB Employees Federation(AIPNBEF). All India PNB Employees Federation (AIPNBEF) is still affiliate of All India Bank Employees Association on account of which the decisions and bylaws of All India Bank Employees Federation (AIPNBEF) is still affiliate of All India Bank Employees Association are binding upon the All affiliate of U.P.B.E.U. at state level and affiliate of All India Bank Employees Association at national level and as such alleged de-affiliation by All India PNB Employees Federation (AIPNBEF) does not ipso facto disentitle claimant Union from the recognition and facility of IRM.

- iv) The Memorandum of Understanding (MOU) dated 31.10.1974 provides to hold IRM Meeting with the state unit of All India PNB Employees Federation but U.P.B.E.U. which was never affiliated with All India PNB Employee Federation continued to participate in IRM only because of being State Unit of All India Bank Employees Association and said facility of IRM was transferred to claimant union because of being affiliate of UPBEU and All India Bank Employees Association not because of being affiliate of All India PNB Employee Federation in as much as the respondents have failed to bring on records any documents to indicate that the facility of IRM was allowed because of being affiliate of All India PNB Employee Federation. All India PNB Employee Federation had no State unit in all the states rather the majority strength Bank Union at State level affiliated with AIBEA are still continuing to participate in IRM Meeting without there being any separate MOU with the management and due to this reason the UPBEU being the majority strength bank union in Uttar Pradesh was participating in IRM Meeting irrespective of fact it was neither state unit nor was affiliate of AIPNBEA. The bye-laws of AIBEA provides under 25th conference dated 27.11.2004 at Page-40 that all bankwise organization will give affiliation only to those State Organization which are affiliated with AIBEA and all decision of AIBEA are binding upon all Bank wise organization.
- v) In the year 1985 U.P. Bank Employees Union (UPBEU) also changed its Unitary character and converted in federal character allowing bank-wise Union on the pattern of All India Bank Employees Association and accordingly the claimant union i.e. Punjab National Bank Staff Association, U.P. was formed and was registered bearing registration no.6820 of 1986-87 dated 22.8.1986 being affiliated to U.P. Bank Employees Union and as a result thereof the claimant Union continued to participate in IRM on behalf of PNB workmen in Uttar Pradesh without any disruption in place of U.P. Bank Employees Union. The Bank Management never issued any letter to the effect of Claimant Union being allowed recognition because of it's affiliation with All India PNB Employee Federation.
- vi) The dispute arose for the first time when the PNB Management being indulged in unfair labour practice started to establishment Management sponsored Trade Union with the connivance of the General Secretary of All India PNB Employees Federation the respondent no.2 issuing letter dated 30.5.2018. The Management further pursuant to letter dated 30.5.2018 issued a letter bearing no.HRMD:IR:2805/PG dated 1.8.2018 and thereby recognized and extended the facility of IRM meeting to the respondent no.3 in supersession of claimant Union irrespective of the fact the respondent no.3 was not even registered by that time and was limited to very handful persons having membership of less than 10% as it was registered under the Indian Trade Union Registration Act 1926 on 25.9.2018 having registration no.10175 dated 25.9.2018. The aforesaid management decision dated 30.5.2018 and 1.8.2018 were taken at the back of the claimant union without giving any opportunity of hearing although the consequence of those decisions is derecognizing the claimant's union despite being majority strength Union at the state level.
- vii) The sole ground for de-recognizing/depriving the claimant union from IRM facility, is alleged de-affiliation of claimant union from All India PNB Employee Federation the respondent no.2, but neither the respondent no.2 has ever issued any notice or letter to the claimant union for any steps being proposed to de-affiliate nor any de-affiliation decision/letter has ever been communicated to the claimant by any authority till date and even no such de-affiliation decision or letter of any competent authority has been brought on record in any of the proceedings including the present proceeding before this Hon'ble Court and as such alleged de-affiliation is not binding upon the claimant and no adverse decision can be taken by any authority on the basis of any such non-existent materials.
- viii) The IRM established vide MOU dated 31.10.1974 is mandatory forum provided under Section 9-C of Industrial Disputes Act for setting up of Grievance Redressal Machinery and as such of the management depriving the claimant union from the facility of IRM amounts to denying the majority strength of workman for redressal of grievances of employee which is an industrial dispute relating to 'condition of labour' as defined under section 2(k) of Industrial Disputes Act in addition to changing the conditions of service by the management and accordingly it is an Industrial Dispute within the meaning of Section 2(K) of the Industrial Dispute Act.
- ix) The claimant Union being aggrieved against the arbitrary and unlawful decision of the management, was left with no option except to take recourse of agitation and accordingly issued a notice dated 10.10.2018 under Section 22(1) of the Industrial Dispute Act giving call to strike. The Regional Labour Commissioner (Central), Lucknow taking cognizance of the notice dated 10.10.2018 instituted the conciliation proceedings by issuing notice dated 23.10.2018. In response of notice dated 23.10.2018 the respondent no.1 filed objection dated 27.12.2018 wherein the management admitted under paragraph-3 that the strength of membership of claimant Union are 72.38% which make it undisputed that on the date of occurrence of dispute on 1.8.2018 the claimant union was having majority strength of workmen and this majority strength could not be disputed by the management/respondent no.1 even while filing

objection dated 25.1.2021 against the claimant union's application for interim award, therefore, there is no reason/justification to deprive the majority workmen of the bank from the facility of grievance redress forum which amounts to encouraging the management to indulge in unfair labour practice.

- x) Despite initiation of conciliation proceeding the management conducted IRM meeting in November 2018 in violation of Section 33 of the Act 1947, thereupon the Regional Labour Commissioner Lucknow vide letter dated 7.12.2018 directed the management not to hold IRM meeting with either party during pendency of conciliation proceedings. In compliance of letter dated 7.12.2018 the management issued a letter dated 14.12.2018 keeping in abeyance further IRM meeting.
- xi) The respondent no.3 filed a Writ Petition No.38169 (MB) of 2018 challenging the conciliation proceeding and the letter dated 7.12.2018 but failed to get any interim relief. The conciliation proceedings arising out of notice dated 10.10.2018 failed and as a result thereof the matter was referred for adjudication vide letter dated 25.9.2019. After the reference order dated 25.9.2019 the respondent no.3 withdrew the Writ Petition no.38169 (MB) of 2018 vide order dated 27.9.2019. Thereafter the interim award dated 28.1.2021 was passed directing the management not to hold IRM meeting with any other union except the claimant union in view of admitted and undisputed majority strength of the claimant union. The respondent no.3 further challenged the reference order dated 25.9.2019 along with interim award dated 28.1.2021 by filing Writ Petition No.4987 (MS) of 2021 on the ground of dispute in question is not covered by the definition of Industrial Dispute, which was dismissed by judgment dated 2.7.2021. Thereafter the respondent no.3 moved an application for recall of interim award dated 28.1.2021 on the ground of the finding of interim award to the effect of the claimant union being majority strength union is perverse which was heard and rejected by a detailed order dated 17.1.2022.

In addition to above argument averments Sri I.M. Pandey, Learned Counsel appearing on behalf of Claimant also opposed the preliminary objection taken by the respondents, in brief, the submissions made by him in this regard, are as under:

- (a) The management decision dated 30.5.2018 being passed without giving any opportunity of hearing is violative of the principle of natural justice and is contrary to the code of disciplinary 1958 which provides to recognize the largest membership union in case of there being more than one union. The management decision dated 1.8.2018 recognizing and giving the facility of IRM to respondent no.3 replacing the claimant union is violative of Clause 4(1) & 4(2) of Code of Discipline, which requires the union to be registered and at least one year period satisfactory functioning in addition to possessing minimum 25% of membership.
- (b) The claimant union participating in IRM meeting being affiliate of AIBEA and UPBEU which status is still continuing and as such any act of de-affiliation by respondent no.2 does not ipso facto disentitle the claimant union from the recognition and IRM. The alleged de-affiliation being taken at the back of claimant and being un-communicated to the claimant is not binding and no adverse decision can be taken by any authority on the basis of any such non-existent materials.
- (c) The right of recognition and facilities of collective bargaining with management have arisen by the registration under section 10 of the Trade Union Act 1926 which cannot be taken away by any de-affiliation with any trade Union unless registration is cancelled under Section 10 of the Trade Union Act, the registration of the claimant union Trade Union Act still continues and the claimant is still affiliated with AIBEA at national level and UPBEU at State level even if the alleged de-affiliation by the AIPNBEF is treated to be correct, irrespective of the fact no such de-affiliation has been received to the claimant.
- (d) The respondent no. 3 is neither affiliated with AIBEA nor with UPBEU, hence, it cannot get affiliation with respondent no.2, All India P.N.B. Federation as Clause 5 and resolution dated 27.11.2004 of AIBEA and as such any affiliation given by the respondent no.2 in favour of the respondent no.3 contrary to the bye-laws of AIBEA the Parent Union ignoring the strength of membership and its registration cannot give right to replace the claimant union continuing with majority strength, valid recognition & registration.

Sri I.M. Pandey, Learned Counsel appearing on behalf of claimant further argued that the present dispute is an industrial dispute as per the definition of Section 2-K of the Industrial Disputes Act 1947; argument advanced on the point in issue, is summarised as under:-

In the banking sector in India in the order to raise the grievance of its employees working in the various banks at All India level there is an association known as All India Bank Employees Association (AIBEA) and at State level i.e. in the State of Uttar Pradesh, the Union which espouse/agitate the grievances of its employees/workmen working in the various banks, known as U.P. Bank Employees Union (UPBEU).

Thereafter, in order to raise grievances of the employees/workers, working in the Punjab National Bank, an association was formed for speedy redressal of the grievances of employees/workers working in the Punjab National Bank, known as All India Punjab National Bank Employees Federation (AIPNBEF) at national level.

In the year 1974 All India Punjab National Bank Employees Federation (AIPNBEF) i.e. respondent no.2 in order to raise grievances of employees entered into a bilateral settlement/(MoU) on 31.10.1974 with the Management of Punjab National Bank to hold '**Industrial Relations Machinery Meetings**' etc.

Thereafter on 1.11.1983 another memorandum/settlement was entered into between the respondent no.2 and the Management of Punjab National Bank. Lastly on 1.9.1989 another memorandum/settlement entered into between the respondent no.2 and the Management of Punjab National Bank.

Learned counsel for claimant further argued that prior to existence/formation of claimant i.e. Punjab National Bank Staff Association, U.P. the grievance of the employees/workers working in the various Branches in the State of U.P. were raised by U.P. Bank Employees Union (UPBEU).

Further, as per the provisions of Trade Unions Act the claimant's union i.e. Punjab National Bank Staff Association was registered having its Registration certificate No.6820 Year 1986-87 on 22.8.1986 and placed reliance on the Clause-5 of the Constitution of Punjab National Bank Staff Association, U.P., quoted below:-

'5. Affiliation

Punjab National Bank Staff Association, Uttar Pradesh shall affiliate itself to U.P. Bank Employees Union and All India Punjab National Bank Employees Federation under All India Bank Employees Association'.

Accordingly Sri I.M. Pandey, Learned Counsel appearing on behalf of Claimant submits that after the formation of the Claimant's union the grievances of employees working in the State of U.P. which were previously agitated by U.P. Bank Employees Union (UPBEU) with the Management of Bank i.e. respondent no.1, as per the Memorandum of Settlements dated 31.10.1974, 1.11.1983 & 1.9.1989 entered into between the respondent no.2 and the Management of PNB are agitated/raised by the claimant in the same capacity and manner.

Learned Counsel for the claimant also submits that without giving any opportunity and in violation of principles of natural justice, the respondent no.2 i.e. All India PNB Employee Federation, withdrawn/de-affiliated the affiliation which Was initially accepted/grated by the respondent no. 2 as per Clause 5 of Constitution of Punjab National Bank Staff Association to the claimant's union and wrote a letter to the Bank not to extend the facility of IRM which the Bank was previously giving to the claimant's union as per the various memorandums settlement entered into between the respondent no.2 and the Management of the Bank and the same be extended to the respondent no.3 i.e. PNB Progressive Employees Association.

Accordingly it is argued by Sri I.M. Pandey, Learned Counsel appearing on behalf of claimant that said action on the part of Bank/respondent no. 1 accept the request of All India PNB Employee Federation thereby withdrawing the IRM facility which was previously extended to the claimant, is nothing but amounts to industrial dispute and falls within the ambit and scope section 2(k) of the Industrial Disputes Act. So the preliminary objections taken by the respondents are liable to be rejected and the matter be disposed of on merits.

In support of his arguments Sri I.M. Pandey, Learned Counsel appearing on behalf of claimant placed reliance on the following judgments:-

- a) Paragraph 584 and 585 of Shastri Award 1953 provides that the disputes about recognition of workmen union is an industrial dispute.
- b) 2002 CJ(SC) 145 Chairman SBI Versus All Orissa State Bank held recognition is to be given to largest strength of membership union (Para-15 & 16).
- c) 1961 CJ (SC) 16 All India Bank Employees Association Versus National Industrial Tribunal held that the right to form Association/Union is a fundamental right under Article 19 (1)(c) and such union has a right to achieve the purpose of its creation/formation subject to other law framed thereon (Para-7, 8, 14, 16, 17, 18, 21, 27 & 28).
- d) Air Corporation employees Union Versus Air India Limited decided by judgment dated 28.1.2011 by Delhi High Court order of de-recognizing the workmen union without opportunity of hearing its illegal (Para-14).
- e) Dwarka Parsad Agarwal (D) By LRs and another Vs. B.D. Agarwal and others AIR 2003 SC 2686 – It is not well settled that an order passed by a court without jurisdiction is a nullity. Any order passed or action taken pursuant thereto or in furtherance thereof would also be nullities (Para-37).

Findings & Conclusion:

Before deciding the issue as taken by the respondents that there is no industrial dispute as per the definition of Section 2-K of the Industrial Disputes Act 1947 rather is a dispute between the claimant's union i.e. PNB Staff Association on one side and on the other side the respondent no.2 i.e. All India PNB Employee Federation and respondent no.3 i.e. PNB Progressive Employees Association, U.P., so the present dispute is not maintainable.

It would be appropriate to state the ambit and scope as well as relevant provisions of Industrial Dispute Act 1947 in order to decide the controversy involved in the present case:

The Industrial Disputes Bill was introduced by the Government of India in the Legislative Assembly on the 28th October 1946. After the Select Committee's report on 3rd February 1947, with some amendments, it was passed in March 1947 and became the law from 1st April 1947 repealing the Trade Disputes Act 1929.

While retaining most of the provisions of the earlier law, this Act introduced two new institutions for the prevention and settlement of industrial disputes; works committees consisting of representatives of employers and workers; and machinery for industrial adjudication.

A reference to an industrial tribunal under this Act lies where both parties to any industrial dispute apply for such reference, and also where the appropriate Government considers it expedient so to do. An award of a tribunal has normally to be enforced by the Government and is binding on both parties to the dispute for such periods as may be specified, upto a maximum of one year. This Act seeks to give a new orientation to the entire conciliation machinery.

Another important new feature of the Act is the prohibition of strikes and lockouts during the pendency of conciliation and adjudication proceedings of settlements reached in the course of conciliation proceedings and of awards of industrial tribunals declared binding by the appropriate government.

Rules, orders or notifications requiring the larger industrial establishments to set up works committees were issued by the Government of India and most of the State Governments.

The objectives of industrial relations and industrial disputes legislation, may be outlined as under:-

- (i) **Industrial Peace:** For prosperity of industry, it is necessary that there be a continuous and growing production which is only possible if (a) there are no interruptions and stoppages in production i.e. absence of disputes, and (b) if the various agencies of production are satisfied and are in a harmonious bent to work. In other words industrial peace is very necessary for the vitality of industry.
- (ii) **Economic Justice:** All interruptions in production arising out of industrial dispute are really caused by the dissatisfaction of labour with their existing economic condition. The history of labour struggle is nothing but a continuous demand for fair return to labour expressed in varied forms e.g. (a) increase in wages, (b) resistance to decrease in wages, (c) grant of allowances and benefits etc. (**Hariprasad Vs. A.D. Divelkar, AIR 1957 SC 121**)

Social and economic justice which is the bedrock of our Constitution and economic organisation also requires that any industrial relations or disputes legislation, to be effective remedial statute, must embrace not only law for regulation of labour relations with capital, process for channelizing collective bargaining methods for negotiation, mediation, conciliation and settlements of industrial conflict, but also a system for giving fair play and justice to labour and removal of economic injustice.

The preamble of the Act states that its main object is to make provision for investigation and settlement of industrial disputes. Viewed in the above background, the Industrial Disputes Act 1947 is a progressive piece of social legislation and is designed to settle the disputes on a new pattern known under the Act as adjudication machinery. The object of all labour legislation is to ensure fair wages and to prevent disputes so that production might not be adversely affected. (**Banaras Ice Factory Ltd. Vs. Its Workmen, AIR 1957 SC 167**)

The purpose of the Act is to provide machinery for a just and equitable settlement by adjudication, (**G. Claridge and Company Ltd. Vs. Industrial Tribunal, Bombay, AIR 1951 Bombay 100**) and amelioration of the conditions of workmen in industry.

Section 2 (j) 'industry' means any systematic activity carried on by co-operation between an employer and his workmen (whether such workmen are employed by such employer directly or by or through any agency, including a contractor) for the production, supply or distribution of goods or services with a view to satisfy human wants or wishes (not being wants or wishes which are merely spiritual or religious in nature), whether or not-

- (i) any capital has been invested for the purpose of carrying on such activity; or
- (ii) such activity is carried on with a motive to make any gain or profit and includes-
 - (a) any activity of the Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act 1948(9 of 1948);
 - (b) any activity relating to the promotion of sales or business or both carried but does not include-
 - (1) any agricultural operation except where such agricultural operation is carried on in an integrated manner with any other activity (being any such activity as is referred to in the foregoing provisions of this clause) and such other activity is the predominant one.

Explanation: for the purposes of this sub-clause, 'agricultural operation' does not include any activity carried on in a plantation as defined in clause (f) of Section 2 of the Plantations Labour Act 1951 (69 of 1951) ; or

- (2) hospitals or dispensaries; or
- (3) educational, scientific, research or training institutions, or
- (4) institutions owned or managed by organizations wholly or substantially engaged in any charitable, social or philanthropic service, or
- (5) khadi or village industries; or
- (6) any activity of the Government relatable to the sovereign functions of the Government including all the activities carried on by the departments of the Central Government dealing with defence research, atomic energy and space; or
- (7) any domestic service; or
- (8) any activity, being a profession practised by an individual or body of individuals, if the number of persons employed by the individual or body of individuals in relation to such profession is less than ten; or
- (9) any activity, being an activity carried on by a co-operative society or a club or any other like body of individuals, if the number of persons employed by the cooperative society, club or other like body of individuals in relation to such activity is less than ten;

Section 2 (k) 'Industrial dispute' means any dispute or difference between employers and employees or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with conditions of labour of any person;

Section 2 (ka) "industrial establishment or undertaking" means an establishment or undertaking in which any industry is carried on:

Provided that where several activities are carried on in an establishment or undertaking and only one or some of such activities is or are an industry or industries, then-

- (a) if any unit such establishment or undertaking carrying on any activity, being an industry, is severable from the other unit or units of such establishment or undertaking, such unit shall be deemed to be a separate industrial establishment or undertaking;
- (b) if the predominant activity or each of the predominant activities carried on in such establishment or undertaking or any unit thereof is an industry and the other activity or each of the other activities carried on in such establishment or undertaking or unit thereof is not severable from and is, for the purpose of carrying on, or aiding the carrying on of, such predominant activity or activities, the entire establishment or undertaking or, as the case may be, unit thereof shall be deemed to be an industrial establishment or undertaking.

2(s) 'workman' means any person (including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees or more per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

"Employer" means -

- (i) in relation to an industry carried on by or under the authority of any department of the Central Government or a State Government, the authority prescribed in this behalf, or where no authority is prescribed, the head of the department;
- (ii) in relation to an industry carried on by or on behalf of a local authority, the chief executive officer of that authority.

The U.P. Industrial Disputes Act 1947 Sec.2(j), while retaining the substance of clauses (i) and (ii) about as clauses (ii) and (iii), adds the following more clauses:

- “(i) an association of a group of employers;
- (iv) where the owner of an industry in the course of or for the purpose of conducting the industry contracts with any person for the execution by or under such person of the whole or any part of any work which is ordinarily part of the industry, the owner of such industry”.

Industrial dispute:

- (i) **Analysis of definition:** If we analyse the definition clause, it falls easily and naturally into three parts:

First, there must be a dispute or difference;

Second, the dispute or difference must be between employers and employees, or between employers and workmen or between workmen and workmen;

Third, the dispute or difference must be connected with the employment or non-employment or the terms of employment or with the conditions of labour or any person.

Having regard to the scheme and objects of the Act and its other provisions, the expression ‘**any person**’ in Section 2(k) of the Act must be read subject to such limitations and qualifications as arise from the context; the two crucial limitations are:

- (1) The dispute must be a real dispute between the parties to the dispute (as indicated in the first two parts of the definition clause) so as to be capable of settlement or adjudication by one party to the dispute giving necessary relief to the other, and
- (2) The person regarding whom the dispute is raised, must be one in whose employment, non-employment, terms of employment, conditions of labour (as the case may be) the parties to the dispute have a direct or substantial interest (**1958 SC353**). A dispute between union and an employer’s association is not industrial dispute (**1996 ILLJ 356**).

- (ii) **Connection of the dispute with any industrial matter or demand:** Demands give rise to industrial disputes. It is implicit in the demand that it should be made to the employer or employee. In *India Paper Pulp Company’s* case, the Federal Court held that notice of strike specifying the demand was necessary in order to constitute the industrial dispute (**1948 F.C. 148**). The demand could not be made before the Conciliation Officer or machinery set up by the government for settlement, but it is not necessary to make it in writing. (**State of Bombay vs. Indian Enamel Wall Co. Ltd. 1953 LAC 689**)

A dispute can arise within the meaning of Sec.2(k) only when there exists a demand by workman and that such demand is refused by the employer. The written demand directly on the management is not in all cases a necessary condition, the demand can be made even through the Conciliation Officer. (**Village Papers Pvt. Ltd. Vs. State of Himachal Pradesh 1993 ILLJ 99(HP)**)

- (iii) **Individual and collective industrial disputes:** Individual as well as collective disputes may ripen into industrial disputes. The true nature of an individual dispute is that it is a collective dispute. Though a dispute may at the inception be initiated by an individual, yet if it is taken up by the fellow-workers or a union, or a sufficient number of workers, it may assume the collective character and would become an industrial dispute. (**Standard Vacuum Oil Co. Errakulam Vs. I.Tribunal, Errakulam 1952-II LLJ 612**). A dispute which continues to retain its individual character cannot be regarded as an industrial dispute. This being the basic law, it is within the competence of the legislature to widen or narrow the coverage of an industrial dispute. The Industrial Disputes Act has also been amended to cover some individual disputes. It is not necessary that a majority should take up an industrial dispute. It is sufficient if a substantial group of workmen take it up. When thus taken, it becomes an industrial or collective dispute.

- (iv) **Individual dispute an industrial dispute:** The important amongst the above are however the amendments of 1965. By the Act of 1965, a new Section 2A has been added in Act whereby specified categories of individual disputes are also deemed to be industrial disputes. The section reads as under:

“2A. Dismissal, etc of an individual workman to be deemed to be industrial dispute-

Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.”

This amendment does away with the necessity that to make an industrial dispute it must be taken up or espoused by substantial section of the workmen or any union of those workmen and gives an individual workman a remedy for

security of his service and indirectly freedom to join or not to join any union. The dispute originally individual could be referred under Section 2A after 1.12.1965. (**National Productivity Council, 1969-II LLJ 186**).

In addition to the above said facts it will also be appropriate to have a glance to the following provisions of Shastry Award:

Shastry Award Code/Clause 584 to 589 which reads as under:-

“584. We shall deal first with the legal contention. An industrial dispute must be a dispute connected with employment or non-employment or the terms of employment or conditions of labour of any person. The dispute in this case relates to the question of recognition of the union. On recognition, the union would acquire a right to negotiate with the employer in respect of the above matters and the employer must receive and send replies to the executive of the union and grant interviews to that body regarding such matters. The executive of the recognized trade union will also be entitled to display notices in the premises and the employer must afford the executive all reasonable facilities for the same. Does this right to negotiate with the employer on matters connected with the employment or non-employment or terms of employment or conditions of labour amount to a dispute connected with such matters? If the answer is in the affirmative, then there is an industrial dispute. If not there is none. The Sen Tribunal decided by a majority judgment that the right to negotiate on such matters in an antecedent right, the grant of which enables the union to raise any dispute connected with employment etc. and a dispute regarding the right to negotiate by itself is only a dispute remotely connected with employment, non-employment etc. particularly because in certain cases the exercise of the right to negotiate might bring about an understanding between the employers and employees so as not to reach the stage of a dispute at all and hence a dispute about recognition is not an industrial dispute. Justice Sen. the Chairman of the Tribunal did not, however, agree with the conclusions of the other two members. In his opinion, the demand that an union should be recognized for purposes of negotiation is directly and vitally connected with questions of employment, non-employment, terms of employment and the conditions of labour etc. of all the members of the union as well as other employees. Such recognition would secure the advantage of collective bargaining and collective bargaining is obviously connected with employment etc. of the employees. In this view, the dispute about recognition is an industrial dispute. (See Gazette of India Part II Section 3. dated 19th August 1950 p. 444).

585. We are of opinion that the reasoning of the dissenting judgment is right and should be followed. There is no warrant for the view that the right to negotiate can only be an antecedent right, the grant of which enables the union to raise a dispute. A dispute may well have arisen-already and the question how it is to be decided, whether by the individual member concerned negotiating with the employer or by an union taking it up and promoting a settlement, is a matter which is certainly connected with that industrial dispute. The machinery for settling a dispute relating to the terms of employment etc. is as much connected with the dispute as the merits of the differences between the parties. This is as important and sometimes even more important than the merits of the particular controversy. If so, a dispute as to what is the proper machinery is also a dispute which is connected with the terms of employment etc. A dispute about recognition is therefore undoubtedly an industrial dispute. We cannot, therefore, agree with the main reasoning in the judgment of the majority of the Sen Tribunal and we respectfully differ from it and prefer to follow the dissenting view of the learned chairman of the Tribunal.

586. The question then arises as to whether we should, in the circumstances, give any directions relating to recognition either of the Association or its constituent units. The banks contended generally that the new Chapter IIIA of the Indian Trade Unions Act of 1926 which has been inserted by the Indian Trade Unions (Amendment) Act of 1947 lays down a scheme for the recognition of trade unions. It regulates the conditions pre-requisite for recognition and the rights which flow on recognition under certain circumstances. The scheme must be taken as a whole and a part alone cannot be given effect to, leaving the rest to be ignored. The general argument was that it should be left to the Legislature to bring this chapter into force in which case there will automatically be an appropriate method of recognizing unions subject to well-considered statutory provisions relating to all connected matters, including withdrawal of recognition. In this view, it would be most inappropriate for this Tribunal to compel the banks to recognize the unions and confer on them the rights as under Section 28 (F) of the said Act without at the same time making them liable to carry out their obligations under the Act and to satisfy the conditions pre-requisite for recognition as set out in Section 28(D) of the Act. The demand by the workmen was characterised by the banks as substantially a demand for bringing the Act into force and at the same time amending it by releasing the unions from their obligations under the Act. The contention of the workmen was that even though five years have elapsed the Government have not yet brought the Act of 1947 into force and there is no knowing whether it will be done in the near future. The whole question of employer/employee relationship and trade union rights is again under consideration and it might take time for any settled policy to evolve and legislative action to follow. We were, therefore, asked to deal with this matter in relation to this particular industry of banking and direct recognition with appropriate conditions. As already stated it was suggested that wherever the conditions

provided in Section 28 (D) of the Act by the legislature were satisfied, recognition should be made compulsory with -rights as under Section 28(F) to follow as a matter of course. The absence of the appropriate machinery envisaged under the Act for granting recognition or withdrawing the same and the absence of other statutory safeguards were ignored. It does not seem therefore properto adopt in toto the suggestion of the workmen and to direct compulsory recognition without providing for the withdrawal of recognition under well defined conditions. It was suggested that a minimum percent age of membership of the workmen in the union should suffice to demand recognition. 25 percent, was suggested. The general view of the banks was that no recognition should be accorded to an union which contained employees of other banks or outsiders. They were willing to recognize unions exclusively consisting of members who are their own employees subject to certain conditions and with liberty to withdraw such recognition in certain eventualities. In other words, while they were willing to make an approach in favour of recognition of unions they insisted on stringent conditions, mainly, it was stated, with a view to preventing outsiders who are not really interested in the employees from getting facilities to create discord where otherwise there would be harmony.

587. In the present trend of the trade union movement, it is not only proper but almost necessary for the banks to recognize unions of employees. Too many restrictions should not be placed so as to curtail the benefit of such recognition. It will be in the interest of the banks themselves to promote settlement of differences through organized unions rather than in any other way. Even now some of the major important banks have voluntarily recognized some of the unions in some places at any rate though not in all. The Imperial Bank of India carries on correspondence with the four Staff Associations though not directly with the Federation. The Chartered Bank of India. Australia and China have recognized the unions in some of its branches; as also some of the other exchange banks. The U.P. Bank Employees' Union which is a regional union and which, it is stated, has complied with all the conditions laid down by Section 28 (D) of the Trade Unions Act has not, however, been recognized by these banks.

588. The All India Bank Employees' Association has not been registered under the Trade Unions Act though most of its component units are registered. Though in view of the general policy underlying Chapter IIIA of the Indian Trade Unions Act, it is difficult to give direction to recognize that Association in terms of the Act. We think that banks should recognize that Association subject to certain limitations. It represents by for the largest number of bank employees. The Government have recognized it as such and has invited its co-operation in several conferences as representing bank employees. Even in the proceedings before us majority of bank employees were represented by that Association and a common demand was put forward on their behalf. It is obvious therefore that the All India Bank Employees' Association has a representative character which would ordinarily entitle recognition even though it is not a registered union under the Trade Unions Act We therefore direct that all banks other than the Imperial Bank of India should recognize this Association and such recognition should carry with it the rights of negotiation and correspondence and interviews on the lines laid down in Section 28(F), sub-sections 1, 2, and 4 of the Trade Unions Act such recognition may be withdrawn however at the bank's discretion if the executive or the members of the Trade Union have committed any unfair practice of the kind mentioned in Section 28(J), clauses (a) and (b) of the Act or if It should cease to be representative of the workmen in any substantial degree. Membership to the extent of 25 per cent, of the employees is in our opinion adequate. We note that the rules of this Association do not provide for the procedure of declaring a strike. Its practice however is to take a ballot and also give reasonable notice to Government and to employees beforehand. In the circumstances we think that it would be unwise to wait until the rules provide for such a procedure and to refrain from giving any directions whatever. We direct its recognition even now but if within six months of the publication of the award its rules do not provide for the procedure for declaring a strike the banks may at their discretion withdraw such recognition.

589. With regard to its constituent unions also, we direct that banks should recognize such of the constituent unions as are able to satisfy the banks that the conditions of Section 28 (D) of the Act aforesaid are fulfilled, in which case, also similar rights and obligations, subject to the limitations (viz. bank's right to withdraw the recognition) as we have provided in the case of the All India Bank Employees' Association shall apply to such recognized unions. As regards the U.P. Bank Employees' Union however we find from documents filed before us that the conditions of Section 28 (D) of the Act are satisfied and we direct that union should accordingly be recognized by the banks subject nevertheless to the rights of the banks to withdraw the recognition under circumstances set out above. We give no directions as regards recognition of unions other than these as the dispute is confined only to the recognition of the All India Bank Employees' Association and/or its constituent units. We think, however, that it will be right on the part of banks to adopt the same policy wherever possible with reference to the other unions as well. We have ourselves not investigated whether or not any of the constituent unions of the All India Bank Employees' Association has complied with the necessary conditions for recognition as sufficient materials were not placed before us. We have, therefore, given only general directions to be implemented in the light of the facts relating to each such constituent union of the Association.

Reverting to the facts of the present case as per the pleadings and arguments advanced by the learned counsel for parties, admitted position which emerges out that in the Banking Sector of India, organized structure of working unions in order to protect interest of employees/workmen at National level there is an association in the name and style of All India Bank Employees Association (AIBEA) and at the State level in the State of Uttar Pradesh there is an Union/Association called as U.P. Bank Employees' Union (UPBEU).

Subsequently at National level an Union/Association of employees/workmen working in various branches of Punjab National Bank throughout India was formed known as All India Punjab National Bank Employees Federation i.e. respondent no.2 (registered Union as per the provisions of Trade Union Act 1926 having registration No.72615).

On 31.3.1974 a Memorandum of Settlement arrived at between the Management of Punjab National Bank and All India Punjab National Bank Employees Federation in the matter of regulation of Overtime etc. in Delhi, the relevant portion of which reads as under:-

"For efficient and smooth functioning of the Bank, the Federation shall emphasise the need to inculcate better sense of discipline and responsibility among the employees, the management on their part shall advise the Regional/Departmental heads to appreciate the need to resolve the employees grievances expeditiously.

It is agreed that to resolve the disputes, a machinery consisting of representatives (not exceeding 3) of the units of the Federation and the management, shall be constituted, which shall meet once in eight weeks at all the Regional/Departmental levels. Decisions arrived at in such meetings shall be in conformity with the provisions of Awards/Bipartite Settlement, HO circulars including Settlements with the Federation.

Where the issues are not resolved, the same will be taken up for discussions and settlement by and between the HO Personnel Division and the AIPNBEF at regular intervals but not exceeding a period of twelve weeks. Minutes of the meetings held at Regional/HO level shall be recorded and signed by the parties."

On 1.11.1983 another Memorandum was entered into between the Management of Punjab National Bank i.e. respondent no.1 and All India Punjab National Bank Employees' Federation i.e. respondent no.2 which reads as under:-

"Short Recital of the Case

Whereas a settlement was signed on 31st October 1974 inter-alia providing for creation of Industrial Relations Machinery as under:-

"For efficient and smooth functioning of the Bank, the Federation shall emphasise the need to inculcate better sense of discipline and responsibility among the employees, the management on their part shall advise the Regional/Departmental heads to appreciate the need to resolve the employees grievances expeditiously.

It is agreed that to resolve the disputes, a machinery consisting of representatives (not exceeding 3) of the units of the Federation and the management, shall be constituted, which shall meet once in eight weeks at all the Regional/Departmental levels. Decisions arrived at in such meetings shall be in conformity with the provisions of Awards/Bipartite Settlement, HO circulars including Settlements with the Federation.

Where the issues are not resolved, the same will be taken up for discussions and settlement by and between the HO Personnel Division and the AIPNBEF at regular intervals but not exceeding a period of twelve weeks. Minutes of the meetings held at Regional/HO level shall be recorded and signed by the parties.

Both the parties appreciate the need of discharging their respective organizational responsibilities towards improvement of industrial relations; progress and development of the Bank and development of the Bank and for rendering better efficient service to the customers with a view to fulfilling the objectives of Nationalisation."

2. *It was hoped that with the creation of the above machinery, there will be no occasion for unruly behaviour on the members of the Units of the Federation. However, the Management contends that occasionally there have been instances of unruly behaviour and acts of gross indiscipline in certain areas.*

3. *The Federation has contended that while IRM spirit has worked satisfactorily at HO level all these years and resulted in several mutual settlements and understandings, the IRM spirit has not percolated to the Zonal and Regional levels to the fullest extent. According to the Federation, the Zonal/Regional level managements have either sometimes not been holding the meetings or found wanting to implement the decisions taken in the IRM meetings, thereby leaving some disputes un-resolved.*

4. *Discussions were held between the Management of PNB and All India PNB Employees' Federation. Both the parties have mutually agreed as under:-*

- i) *The members of the Units of the federation would not interfere in the day to day functioning of the Branches and the authority of the Branch Manager in matters like deployment of staff on different seats/rotation of staff and enforcement of rules of the Bank in the matter of punctuality and customer service etc. is accepted.*
- ii) *In case of any grievances or a feeling that the Manager has acted beyond the rules, the matter shall be discussed by the aggrieved person/President and/or Unit Secretary of the Branch with the Branch Manager. However, the employees would refrain from recourse to mass assembly/deputation on the Branch Manager and other officers of the Bank.*
- iii) *In the event of any grievance, not being resolved at the branch level, the unit may take it up with the State/Regional body who may in turn take it up with the Regional Managers in IRM, as provided.*
- iv) *The meetings of the IRM at the Regional level shall be held once in 8 weeks regularly. If either party requests for a meeting earlier for expeditious resolution of the pending issues IRM meetings shall be held even before the expiry of 8 weeks. Zonal Managers/Regional will take appropriate steps for speedy decision on the disputes brought to their notice. Where issues are not resolved at the Regional level, the same will be taken for discussions and settlement in the Central IRM meetings at Head Office level.*
- v) *In case of agitation by the employees, there would not be use of abusive language and vulgar slogans by names against individual officers.*
- vi) *The Federation reiterates that it is opposed to the use of violence, coercive methods and does not approve the abusive and vulgar language by the members.*
- vii) *Regarding the reported acts of indiscipline inter-alia the use of abusive and vulgar language by a few employees in the demonstrations held on 23.7.1983 in the Zonal Office, Delhi and acts of indiscipline by two employees of Rewa Branch, the Federation reiterates its belief in use of peaceful and decent means for resolution of the disputes and does not approve the use of abusive and vulgar language by employees."*

Thereafter on 1.9.1989 a settlement, arrived/entered into between the Management of Punjab National Bank and respondent no.2 which reads as under:-

"Reg: Industrial Relations Machinery Meeting –Zonal IRM

Our settlements dated 31.10.1974 and 1.11.1983 with All India PNB Employees Federation, inter alia provide that :

- *to resolve disputes, a machinery consisting of representatives (not exceeding 3) of the units of the Federation i.e. All India PNB Employees' Federation and the management shall be constituted which shall meet once in 8 weeks at Regional level and departmental level.*
 - *The decisions arrived at such meetings shall be in conformity with the provisions of the Bipartite Settlement and Head Office circulars including settlements with the Federation.*
 - *Where the issues are not resolved the same may be taken up for discussion and settlement by an between H.O. Personnel Division and All India PNB Employees' Federation at regular intervals but not exceeding a period of 12 weeks.*
 - *Minutes of the meetings held at Regional and HO level shall be recorded and signed by the parties.*
 - *Grievances/disputes arising out of non-implementation of the provisions of the Bipartite Settlement, H.O. circulars, settlements with the Federation may be discussed in the IRM meeting.*
 - *The transfer cases of employees are not to be discussed in the IRM meetings.*
2. *We had requested the Zonal Managers in their conference held on 24.1.83 that they should monitor the IRM meetings at Regional level and send their comments on the issues discussed at Regional level if they considered it appropriate for discussion at Head Office Level.*
 3. *It has been observed that the residual issues of Regional IRM are not being monitored at Zonal Office level in the absence of a proper machinery and hence these issues are being directly referred to Central IRM, which is a policy making body. The grievances/disputes arising out of non-implementation of the provisions of Bipartite Settlement, HO circulars, settlements with the Federation, are also being referred by the Federation in the Central IRM meetings, though guidance could be imparted by the Zonal Office in such matters.*

4. *In view of the difficulties experienced as herebefore, the management and the Federation have agreed that apart from the Regional and Central IRM, one more forum may be created at Zonal level to discuss unresolved problems of Regional IRM with the Zonal Head.*

5. *It is, therefore, advised that Zonal IRM Meetings will be convened henceforth at Zonal level and for this Zonal IRM Machinery would be constituted as follows:-*

a) Management: Representatives

- Zonal Manager
- Chief Manager/Manager (Staff) in the Zonal Office.
- Concerned Regional Manager/Chief Managers/Asstt. General Managers of branches, depending upon the issue.

b) Union Representatives

- President or General Secretary of the State level Federation from within the zone.
- A representative of the unit of the Federation from the concerned Region depending upon the issues.
- Total number of Union representatives will not exceed 7.

The meetings of the Zonal IRM may be held thrice in a year.

The residual issues of the Regional IRM will be discussed in the Zonal IRM. However, the transfer cases, as also disciplinary action cases of employees, are not to be discussed in the Zonal IRM Meeting.

The minutes of the meeting held at Zonal IRM shall be recorded and signed by the parties."

Above mentioned settlement/memorandum entered between the respondent no.2 and the Management of Bank/respondent no.1 in order to settle the dispute of employees/workmen working in the Punjab National Bank, for the grievance of the workmen etc. as well as industrial relation machinery meetings, got binding effect, in view of Section 18 of the Industrial Disputes Act, quoted hereunder:

"18. Persons on whom settlements and awards are binding.-- (1) A settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

(2) Subject to the provisions of sub-section (3), an arbitration award which has become enforceable shall be binding on the parties to the agreement who referred the dispute to arbitration.

(3) A settlement arrived at in the course of conciliation proceedings under this Act or an arbitration award in a case where a notification has been issued under sub-section (3-A) of [Section 10-A](#) or an award of a Labour Court, Tribunal or National Tribunal which has become enforceable shall be binding on--

(a) all parties to the industrial dispute;

(b) all other parties summoned to appear in the proceedings as parties to the dispute, unless the Board arbitrator, Labour Court, Tribunal or National Tribunal, as the case may be, records the opinion that they were so summoned without proper cause;

(c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates;

(d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part."

In M/s. Tata Chemicals Ltd. vs. The Workmen employed under M/s. Tata Chemicals Ltd. reported in AIR 1978 SC 828, the Hon'ble Supreme Court held as under: -

"Whereas a settlement arrived at by agreement between the employer and the workman otherwise than in the course of conciliation proceeding is binding only on the parties to the agreement, a settlement arrived at in the course of conciliation proceeding under the Act is binding not only on the parties to the industrial dispute but also on other persons specified in Cls. (b), (c) and (d) of sub-sec. (3) of [S. 18](#) of the Act."

Hon'ble the Apex Court in the case of **ITC Limited, Workers Welfar Asscn. Vs. Management of ITC Limited 2002 CJ (SC) 394** has held as under:

"In General Manager, Security Paper Mill v. R.S. Sharma (AIR 1986 SC 954), E.S. Venkata-ramiah, J. Speaking for the Court explained the rationale behind S. 18(3) thus :-

"Even though a Conciliation Officer is not competent to adjudicate upon the disputes between the management and its workmen he is expected to assist them to arrive at a fair and just settlement. He has to play the role of an adviser and friend of both the parties and should see that neither party takes undue advantage of the situation. Any settlement arrived at should be a just and fair one. It is on account of this special feature of the settlement sub-sec. (3) of S.18 of the Industrial Disputes Act, 1947 provides that a settlement arrived at in the course of conciliation proceeding under that Act shall be binding on (i) all parties to the industrial dispute, (ii) where a party referred to in clause (i) is an employer, his heirs, successors, or assigns in respect of the establishment to which the dispute relates and (iii) where a party referred to in Cl. (i) is comprised of workmen, all persons who were employed in the establishment or part of the establishment as the case may be to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part. Law thus attaches importance and sanctity to settlement arrived at in the course of a conciliation proceeding since it carries a presumption that it is just and fair and makes it binding on all the parties as well as the other workmen in the establishment or the part of it to which it relates as stated above."

16. Admittedly, the settlement arrived at in the instant case was in the course of conciliation proceedings and, therefore, it carries a presumption that it is just and fair. It becomes binding on all the parties to the dispute as well as the other workmen in the establishment to which the dispute relates and all other persons who may be subsequently employed in that establishment. An individual employee cannot seek to wriggle out of the settlement merely because it does not suit him."

It is not in dispute rather admitted fact between the parties that at State level i.e. in the State of U.P. the grievances of employees/workmen of PNB were agitated by the U.P. Bank Employees Union (UPBEU) with the Management and the respondent no.1 i.e. PNB in view of the settlements arrived between the Management of PNB and respondent no.2.

After the formation of Punjab National Bank Progressive Employees Association/claimant registered under Trade Union Act having registration no.6820 on 22.8.1986 (copy of registration certificate, by the claimant as Annexure-5 to the claim petition).

And as per clause 5 of the constitution of PNB Staff Association. U.P., annexed as Annexure-6 to the claim petition, which deals with 'Affiliation', reads as under:-

5. *Affiliation*

Punjab National Bank Staff Association, Uttar Pradesh shall affiliate itself to U.P. Bank Employees Union and All India Punjab National Bank Employees Federation under All India Bank Employees Association'.

In view of the Clause 5 of constituent of PNB Staff Association, UP/Claimant was affiliated with the respondent no. 2 i.e. All India PNB Employees Federation and the grievances of employees /workmen which were earlier agitated at the state level/State of UP by the UP Employees Association, UP (UPBEA) in respect to IRM facility etc. have been raised/agitated by the claimant with the respondent no. 1 on the basis of settlement/MoU entered between the responded no. 1/Bank and respondent no. 2/All India PNB Employees Federation dated 31.03.1974, 01.11.1983 and 01.09.1989 in respect to IRM etc.

However, certain dispute and difference has arisen between the claimant and respondent no. 2 as a result to which the respondent no. 2 has deaffiliated the claimant i.e. to say withdrawn the affiliation facility which was initially extended to the claimant and wrote a letter to the bank that respondent no. 2 has deaffiliated the claimant.

In the said background respondent no. 2/Bank wrote two letters dated 01.8.2018 and 18.9.2018, which are reproduced below:-

Letter dated 01.8.2018

"Reg: Extension of Facility of circle/zonal IRM meeting to PNB Progressive Employees' Association, Uttar Pradesh (PNBPEA) Affiliated to AIPNBEF

This is in reference to your letter dated 3.7.2018 on the captioned matter.

3. *In this regard, we have to inform you that necessary instructions have been conveyed to all Zones/Circle offices to extend the facility of IRM meetings to PNB Progressive Employees Association, UP (PNBPEA, UP) with immediate effect".*

Letter dated 18.9.2018

"Reg: Extension of Facility of Union's Notice Boards at the Branches/Offices in U.P. State

We are in receipt of letter dated 17.9.2018 from Shri P.R.Mehta, General Secretary, AIPNBEF on the captioned matter wherein Sri Mehta has raised concerns over not extending the facility of Union's Notice Board to state affiliate of AIPNBEF (Majority Workmen Union) i.e. All India PNB Employees Federation in few circle offices/branches.

Earlier, in U.P. State PNBSA (UP) was the state affiliate of AIPNBEF. However, vide our letter dated 1.8.2018, it was advised to all Circle/Zonal Offices to extend the facility of Circle/Zonal level IRM Meeting with new state affiliate of AIPNBEF i.e. PNB Progressive Employees' Association, UP.

Since PNBSU (UP) is no more a state affiliate in UP of AIPNBEF, hence, you are advised to extend all the facilities available to a state affiliate of Majority Workmen Union as per Bank's extant guidelines to PNB Progressive Employees' Association, Uttar Pradesh including facility of Union's notice board with immediate effect and same may be advised to all the circle offices under your jurisdiction."

Further, in view of the said factual background i.e. after issue of the letters dated 01.8.2018 and 18.9.2018 by the concerned authority of the respondent no. 1/Bank the IRM facility which was extend to the claimant/PNB Staff Association, as per the Settlement/Memorandum of Understanding entered between the Bank and respondent no. 2 (on 31.03.1974, 01.11.1983 and 01.09.1989) the Bank/respondent no. 1 has withdrawn the IRM facility. The said facts it is evident from paragraph 11 of the claim statement filed by the claimant which is quoted herein below:

"11. That as stated above, in the State of U.P., the Punjab National Bank Staff Association (U.P.) was the only Union having the right to raise the grievance of the employees of the Punjab National Bank and had been the Chief Constituent of All India Punjab National Bank Employees Federation (AIPNBEF) and recognized as such. As it had more than 80% employees of the Bank as its members and in view of the settlements reached between the Bank and the AIPNBEF, the method of holding of IRM meetings was evolved to settled out the grievances of the employees at the Circle/ Zonal level and it is the Punjab National Bank Staff Association (U.P.) which for the last about 34 years as PNBSAUP and prior to that as UPBEU has been participating in IRM being held by the Bank and for ventilating the grievance of the employees of the Bank."

Further, from the evidences on affidavit filed on behalf of the claimants (examination in chief viz. of Sri Kamal Kumar, Vice President, Sri Sanjay Kumar Misra, Deputy Secretary and Sri Ayaujuddin Ahmad, Assistant General Secretary, which are identical in nature and the relevant paragraph of the evidence of Sri Kamal Kumar, Vice President of claimant (W-28) are reproduced hereunder:

"6. यह की पंजाब नेशनल बैंक स्टाफ एसोशिएशन, उत्तर प्रदेश, आल इण्डिया बैंक एम्प्लोईज एसोशिएशन (ए०आई०बी०३०ए०) एवं यू०पी०बी०इ०यू० से सम्बद्ध व मान्यता प्राप्त है।

यह कि दिनांक 31.10.1974 को आल इण्डिया पी०एन०बी० इम्प्लोई फेडरेशन ने पी०एन०बी० प्रबन्धतंत्र के साथ द्विपक्षीय समझौता के अंतर्गत आई०आर०एम० (इंडस्ट्रियल रिलेशन मशीनरी) का गठन करते हुए बैंक कर्मचारियों के समस्याओं का समाधान करने का निर्णय लिया जिसके अन्तर्गत आई०आर०एम० की बैठक प्रबन्धतंत्र व मान्यता प्राप्त कर्मचारी संघों के नामित सदस्यों द्वारा करने का निर्णय हुआ।

10. यह कि यू०पी०बी०यू० (उत्तर प्रदेश बैंक इम्प्लोईज यूनियन) ने अपनी एकिक संरचना को संघीय संरचना में परिवर्तित करते हुए आवेदक / दावाकर्ता पंजाब नेशनल बैंक स्टाफ एसोशिएशन उत्तर प्रदेश को बैंकवाइज इकाई के रूप में मान्यता एवं सम्बद्धता प्रदान कर दिया एवं दिनांक 22. 8.1986 को ट्रेड यूनियन एक्ट के अन्तर्गत इसका पंजीकरण हुआ तभी से आवेदक / दावाकर्ता पंजाब नेशनल बैंक स्टाफ एसोशिएशन उत्तर प्रदेश आई०आर०एम० मीटिंग में पी०एन०बी० प्रान्तीय कर्मचारी संघ के रूप में यू०पी०बी०यू० (उत्तर प्रदेश बैंक इम्प्लोईज यूनियन) के स्थान पर सम्मिलित होती रही।

11. यह कि अचानक दिनांक 30.5.2018 को उपमहाप्रबन्धक मुख्यालय नई दिल्ली ने जोनल मैनेजर्स, लखनऊ, आगरा एवं मेरठ को निर्देशित किया कि आवेदक/ दावाकर्ता पंजाब नेशनल बैंक स्टाफ एसोशिएशन उत्तर प्रदेश से कोई भी आई०आर०एम० मीटिंग न की जाये जब कि उस समय निर्विवादित रूप से आवेदक/ दावाकर्ता के पास दो तिहाई से अधिक कर्मचारियों का बहुमत प्राप्त था। इसके पश्चात् दिनांक 1.8.2018 को प्रबन्धतंत्र ने पत्र जारी करते हुए प्रतिवादी सं० 3 जो की उस समय तीन-चार प्रतिशत कर्मचारियों की सदस्यता के साथ उत्पन्न हुआ था एवं यहाँ तक कि उसका ट्रेड यूनियन एक्ट के अन्तर्गत पंजीकरण भी नहीं हुआ था, को आवेदक/दावाकर्ता के स्थान पर आई०आर०एम० मीटिंग के लिए अधिकृत कर दिया।

Sri Kamal Kumar, Vice President of claimant during his cross examination stated as under:-

'18. Cross examination of witness Kamal Kumar by O.P.No.2 witness Kamal Kumar swears oath to depose truth-

Present by I am the Vice President of PNB Staff Association, Lucknow Unit, I do agree that the settlement 31st October 1974, settlement dated 13th September 2013 held between PNB Management and All India PNB Employees Federation O.P. No.3 force. I do not agree to the suggestions that the Units of O.P. No.3 will only participate in IRM meetings.'

Moreover, on behalf of respondent no. 2 evidence on affidavit was filed of Sri Kamal Kumar Mishra (Vice President of Respondent No. 2), relevant paragraph of the same are quoted herein below:

"5. That after nationalization of private bank by the government of India in 1969, the Punjab National Bank in consultation with the All India PNB Employee Federation had allowed constituting the State Unit of Bank Employees Association individually. However, as per the settlement dated 30.10.1974, the Bank and the All India PNB Employee Federation had agreed for holding IRM meetings with the State unit of Federation, but since nationalisation was held in the year 1969 and UPBEU was already existing in the State of Uttar Pradesh, who was also having Punjab National Bank Employees as members and office bearers of the Association.

6. That thereafter in pursuance of the settlement dated 31.10.1974, All India PNB Employee Federation had authorized UPBEU to conduct IRM meetings in respect of the Punjab National Bank Employees with Punjab National Bank Management as State affiliate unit till the formation of formal State Union of PNB employees and such system had continued till formations of Punjab National Bank Staff Association, U.P. in 1986.

9. That para-5 of the Constitution of PNBSAUP specifically written and mentioned as that Punjab National Bank Staff Association U.P. shall affiliate itself to Uttar Pradesh Bank Employees Union and All India PNB Employees Federation and employees of Punjab National Bank, in the State of Uttar Pradesh and covered under the definition of workmen under Industrial Disputes Act 1947, shall be eligible for ordinary member.

10. That being affiliated with All India PNB Employees Federation in the State of U.P. the Punjab National Bank Staff Association, U.P. was authorized as per the provisions of Settlement dated 01.11.1983 held between Punjab National Bank Management, Corporate Office and employees union i.e. All India PNB Employees Federation. The Settlement dated 31.10.1974 and 01.11.1983 are annexed with claim application filed by the applicant and marked as Exhibit No. E-3.

11. That as per the settlement of 1974 and 1983 the Punjab National Bank Staff Association, U.P. since 1986 to June 2018 had enjoyed the benefit of exclusive and sole association to conduct IRM meetings on behalf of exclusive and sole association to conduct IRM meetings on behalf of All India PNB Employees Federation in the State of Uttar Pradesh for PNB employees.

13. That, however, during May 2018 the union members of Punjab National Bank Staff Association, U.P., applicant union and its members had formed an organization in the name of All India Federation of PNB Employees and Sri M.M. Rai had conducted their meeting at Delhi on 12.5.2018. The copy of Circular No.31/18 is marked as Exhibit No.E-4.

14. That Sri M.M. Rai General Secretary, Punjab National Bank Staff Association, U.P. applicant union had parallel and illegally formed All India Association of PNB Employees called as All India Federation of PNB Employees and thus violated the terms and conditions of own bye-laws and also created a parallel organization against the majority union i.e. All India PNB Employees Federation. Moreover the All India PNB Federation of Employees created by applicant union Punjab National Bank Staff Association, U.P. against the respondent no.2 is totally unsustainable act and also All India Federation of PNB Employees had started floating their State unit parallel to the State unit of All India PNB Employees Federation and started acting against the interest of respondent no.2 i.e. All India PNB Employees Federation and its members.

15. That therefore having no alternative, the All India PNB Employees Federation had to secure the interest of members of union, had written a letter dated 28.5.2018 to the General Manager PNB (HRMD) Head Office, regarding withdrawal of affiliation from Punjab National Bank Staff Association, U.P., applicant union.

16. That thereafter the formation of respondent no.2 had begin in the State of Uttar Pradesh and several members of Punjab National Bank Staff Association, U.P. has resigned from their membership and formed union as PNB Progressive Employees Association, U.P., Uttar Pradesh.”

Further during the period of cross examination the witness Sri Kamal Kumar Mishra mentioned as under :-

“32. In June 2018 dispute between claimant union and management arose. Prior to June, 2018 the claimant union was allowed to participate in IRM meeting.”

On behalf of respondent no.3 evidence by way of affidavit was filed by one Sri Subhas Ranjan Bajpai who is Chairman of PNB Progressive Employees Association, U.P., the relevant portion of which is quoted below:-

“4. That during May, 2018 few members of Punjab National Bank Staff Association, U.P. and General Secretary Sri M.M. Rai had announced to form a National level union named as “All India Federation of PNB Employees” and thus created a rival union against opposite party no.2.

6. That in the year 2018, the respondent no.3 union came into existence and the union i.e. Punjab National Bank Progressive Employees Association, U.P. is the registered Trade Union under Trade Union Act 1926 bearing Registration No.10175 of 2018-19 in the State of Uttar Pradesh and has been granted affiliation by the Central Committee of All India Punjab National Bank Employees Federation, respondent no.2 in its meeting dated 3.7.2018. True copies of the Registration Certificate, Bye-laws as well as the Resolution dated 3.7.2018, are being annexed as Annexure no.4 to written statement filed by the answering respondent and marked as Exhibit No. E-1.

7. That after affiliation of the deponent association with the Central Association Federation a request was made to the Corporate Management of PNB at New Delhi that a Zonal/Circle level IRM meeting should be conducted with the deponent association vide letter dated 03.7.2018 send by the General Secretary of All India Punjab National Bank Employees Federation. Pursuant to the aforesaid letter, vide letter dated 4.8.2018 the General Secretary of the Federation was informed by the Bank authorities i.e. Deputy General Manager, Human Resource Management Division, Corporate Office, New Delhi that necessary directions for holding IRM meeting with the deponent association has been issued. Photocopy of the letter dated 4.8.2018, is annexed as Annexure No.5 to written statement filed by the answering respondent and marked as Exhibit No.E-2.

8. That vide letter dated 18.9.2018, the Deputy General Manager, Human Resource Management Division, PNB Corporate Office, New Delhi had clarified the position that earlier claimant union i.e. Punjab National Bank Staff Association, U.P. was the affiliate unit of State of U.P., however, thereafter vide letter dated 1.8.2018, the facility of the IRM has been extended to the deponent Association, which is the State affiliate Federation. It was further clarified in the aforesaid letter that the claimant union i.e. Punjab National bank Staff Association, U.P. is no more the State affiliate of All India Punjab National Bank Employees Federation and respondent no.3, is authorized to conduct IRM meeting in Uttar Pradesh i.e. Punjab National Bank Progressive Employee Association i.e. deponent union. The copy of the letter dated 18.9.2018 is being annexed herewith as Annexure no.6 to written statement filed by the answering respondent and marked as Exhibit No.E-3.”

In the cross examination to the above it is stated as under:-

“16. To my knowledge on 4.8.2018 Bank recognized O.P. No. accepting O.P.No.3 as majority Union.

18. In 1985 petitioner Union was formed. To formation of petitioner Union U.P. Bank Employees Union was participating in IRM meeting U.P. Bank Employees Union was affiliate of All India PNB Employees Federation. I do agree that Bank Employees Union at Central level and at State level have different.

20. I assert that on 4.8.2018 O.P.No.3 was a registered union. Our union O.P.No.3 is of State level affiliated to All India PNB Employees Federation O.P.No.3 in a State Unit. O.P.No.3 was allowed to participate in IRM meeting as it was affiliate of All India PNB Employees Federation and not became the majority of Union of State PNB Employees.”

Accordingly, from the pleadings of claimant as well as evidence laid by claimant as well as respondent no. 2, position which emerge out that at All India, there is a Union/Association to raise the grievances of employees/workers in the various banks is All India Bank Employees Association (AIBEA) and at State level there is another Association known as U.P. Bank Employees Union (UPBEU) and subsequently for the speedy redressal of grievances of the employees/workers working in the PNB an Association/Federation was formed known as All India Punjab National Bank Employees Federation (AIPNBEF) i.e. opposite party no.2 and the same entered into Memorandum of Settlement with the management of the Bank on 31.10.1974, 1.11.83 & 1.9.1989.

On the basis of aforesaid Memorandum of Settlements, the grievances of the employees/workers working in the Bank, IRM etc. were being agitated at State level by U.P. Bank Employees Union. After creation/formation of claimant i.e. PNB Bank Staff Association having registration certificate no.6820 year 1986-87 under the Trade Unions Act, the grievance which were initially agitated by U.P. Bank Employees Union of the employees working in the Punjab National Bank are agitated by the claimant on the basis of Memorandum of Settlements entered into between the Management of Bank and the respondent no.2. However, due to certain reasons the respondent no.2 de-affiliated the claimant's union as a result of which the Punjab National Bank wrote letters dated 1.8.2018 and 18.9.2018 thereby withdrawing the IRM facility which was initially given by it to the claimant's union and extended the same to the respondent no.3 i.e. PNB Progressive Employees Association.

Accordingly, on the basis of material on record (pleadings and evidence), the fact which came to light that the Bank/respondent no. 1 has withdrawn the IRM facility not on its own act but in view of the representation made by the respondent no. 2/All India PNB Employees Federation that it has the affiliated (withdrawn the affiliation facility), which was extended to the claimant as per the agreement/Memorandum of settlement entered between the respondent no. 2 and Bank.

Thus, the question which is to be considered not whether in view of the said factual background it can be said that as per the above said facts there is industrial dispute as per section 2 'k' of the I.D. Act, 1947 between claimant and Bank.

The Hon'ble Supreme Court in the case of **Central Provinces Transport Services Ltd. Vs. Raghunath Gopal Patwardhan (Civil Appeal No.320 of 1955) decided on 6.11.1956 (AIR 1957 SC 104)** held as under:-

"10. The question whether a dispute by an individual workman would be an industrial dispute as defined in s. 2(k) of the Act XIV of 1947, has evoked considerable conflict of opinion both in the High Courts and in Industrial Tribunals, and three different views have been expressed thereon:

(I) A dispute which concerns only the rights of individual workers, cannot be held to be an industrial dispute. That was the opinion expressed in Kandan Textiles v. Industrial Tribunal (AIR1951 Mad 611). There, Rajamannar C. J. observed that though the language of the definition in s. 2(k) was wide enough to include such a dispute, the provisions of S. 18 suggested that something more than an individual dispute between a worker and the employer was meant by an industrial dispute. The other learned Judge, Mack J., was more emphatic in his opinion, and observed that the Act was "never intended to provide a machinery for redress by a dismissed workman". It became, however, unnecessary to decide the point, as the court came to the conclusion that the reference itself was bad for the reason that there was no material on which the Government could be satisfied that there was a dispute. The views expressed in Kandan Textiles v. Industrial Tribunal (supra) were approved in Manager, United Commercial Bank Ltd. V. Commissioner of Labour (1951) ILLJ1Mad but here again, the observations were obiter, as the point for decision was whether a right of appeal conferred by s. 41 of the Madras Shops and Establishments Act XXXVI of 1947 was taken away by implication by Act XIV of 1947. The question, however, arose directly for decision in J. Chowdhury v. M. C. Banerjee(1951) 55C.W.N. 256, in which the order of the Government referring the dispute of a dismissed employee to the adjudication of a Tribunal was attacked as incompetent, and it was held by Mitter J., following the observations in Kandan Textiles V. Industrial Tribunal (supra) that the dispute in question was not an industrial dispute, and that the reference was, in consequence, bad.

(II) A dispute between an employer and a single employee can be an industrial dispute as defined in s. 2(k). That was the decision in Newspapers Ltd., Allahabad v. State Industrial Tribunal, U.P. (1954) ILLJ263All. In that case a reference of a dispute by a dismissed employee and the award of the Tribunal passed on that reference were attacked as bad on the ground that the dispute in question was not an industrial dispute within s. 2(k) of Act XIV of 1947, and it was held by Bhargava J., that an industrial dispute could come into existence even if the parties thereto were only the employer and a single employee and that the reference and the award were, in consequence, valid. A similar decision was given by a Full Bench of the Labour Appellate Tribunal in Swadeshi Cotton Mills Company Ltd. v. Their Workmen (1953)1 L.L.J.757.

(III) A dispute between an employer and a single employee cannot per se be an industrial dispute, but it may become one if it is taken up by the Union or a number of workmen. That was held by Bose J., in Bilash Chandra Mitra v. Balmer Lawrie & Co.(1953) OOLLJ337Cal, by Ramaswami and Sarjoo Prosad JJ., in New India Assurance Co. v. Central Government Industrial Tribunal(1954)ILLJ21Pat and by Balakrishna Ayyar J., in Lakshmi, Talkies, Madras v. Munuswami and others(1955) 2 L.L.J.477 and by the Industrial Tribunals in Gordon Woodroffe & Co. (Madras). Ltd. v. Appa Rao(1955)2 L.L.J.541 and Lynus & Co. v. Hemanta Kumar Samanta(1956)2 L.L.J.89.

10. *The preponderance of judicial opinion is clearly in favour of the last of the three views stated above, and there is considerable reason behind it. Notwithstanding that the -language of s. 2(k) is wide enough to cover a dispute between an employer and a single employee, the scheme of the Industrial Disputes Act does appear to contemplate that the machinery provided therein should be set in motion, to settle only disputes which involve the rights of workmen as a class and that a dispute touching the individual rights of a workman was not intended to be the subject of an adjudication under the Act, when the same had not been taken up by the Union or a number of workmen. If that were the correct position, the respondent was not entitled to apply under s. 16(2) of the Act as the workmen in the industry had not adopted his dispute as their own and chosen to treat it as their casus belli with the Company. But then, we are directly concerned in this appeal not with the Industrial Disputes Act XIV of 1947 but with the Central Provinces and Berar Industrial Disputes Settlement Act XXIII of 1947, and in the view which we take of the rights of the respondent under that statute, there is no Deed to express a final opinion on the question whether a dispute simpliciter between an employer and a workman would be an industrial dispute within S. 2(k) of Act XIV of 1947”.*

Also, Hon'ble the Supreme Court in the case of ***The Newspapers Ltd. Vs. The State Industrial Tribunal, U.P. AIR 1957 SC 532*** held as under:-

“19. *The use of the words "workmen" and "workman in the above rule is indicative of the intention of the Act being applicable to collective disputes and not to individual ones, and this is fortified by the finality and the binding effect to awards by r. 28 and more specially by S. 18 of the Central Act which makes awards binding not only on the individuals present or represented but on all the workmen employed in the establishment and even on future entrants.*

24. *In Central Provinces Transport Services Ltd. V. Raghunath Gopal Patwardhan (1957) ILLJ27SC, this Court observed that decided cases in India disclose three views as to the meaning of 'industrial dispute'*

(i) *a dispute between an employer and a single workman cannot be an 'industrial dispute';*

(ii) *it can be an industrial dispute; and*

(iii) *it cannot per se be an industrial dispute but may become one if taken up by a trade union or a number of workmen.*

25. *This Court discussed the scope of industrial dispute as defined in s. 2(k), of the Central Act, and after referring to the conflict of judicial opinion as to its applicability to the case of a dispute between an employer and a single workman further observed:*

“The preponderance of judicial opinion is clearly in favour of the last three views stated above, and there is considerable reason behind it. Notwithstanding that the language of s. 2(k) is wide enough to cover a dispute between an employer and a single employee, the scheme of the Industrial Disputes Act does appear to contemplate that- the machinery provided therein should be set in motion, to settle only disputes which involve the rights of workmen as a class and that a dispute touching the individual rights of a workman was not intended to be the subject of an adjudication under the Act, when the same had not been taken up by the union or a number of workmen.”

26. *Although the question did not directly arise, this Court in D. N. Banerji v. P. R. Mukherjee and others (1953) 4 SCR302 discussed the meaning of the expression 'industrial dispute' and was of the opinion that it-*

"conveys the meaning to the ordinary mind that the dispute must be such as would affect large groups of workmen and employers ranged on opposite sides..... But at the same time, having regard to the modern conditions of society where capital and labour have organised themselves into groups for the purpose of fighting their disputes and settling them on the basis of the theory that in union is strength, and collective bargaining has come to stay, a single employee's case might develop into an industrial dispute, when as often happens, it is taken up by the trade union of which he is a member and there is a concerted demand by the employees for redress".

27. *This view is in consonance with the basic idea underlying modern industrial legislation. The interpretation given to the corresponding phrase "trade dispute" in English law and "industrial dispute" in Australian Law also accords with this view and in the absence of an express provision to the contrary or necessary intentment there is no reason to give a different interpretation to the expression in the Indian Statute.*

28. *According to English decisions an individual dispute of a workman is not included in 'trade dispute' which corresponds to 'Industrial Dispute' in the Indian Act. In the English Trade Disputes Act of 1906 and*

1919 as also in Reg. 58-AA of the Defence (General) Regulation, 1939, 'trade dispute' was defined in language very similar to 'industrial dispute' in the Indian Statute. Dealing with a trade dispute, Lord Shaw in *Conway vs. Wade* (1909) A.C.506 said:

" But I cannot see my way to hold that "trade dispute" necessarily includes accordingly every case of person al difference between any one workman and one or more of his fellows. It is true that after a, certain stage even such a dispute, although originally grounded, it may be, upon personal animosity, may come to be a subject in which sides are taken, and may develop into a situation of a general aspect containing the characteristics of a trade dispute; but until it reaches that stage I cannot hold that a trade dispute necessarily exists."

29. Lord Wright observed in *National Association of Local Government Officers v. Bolton Corporation* (1943) A.C.166

" I think the same may be said of the Industrial Courts Act and of reg. 58-AA, in both of which the word 'trade' is used in the very wide connotation which it bears in the modern legislation dealing with conditions of employment, particularly in relation to matters of collective bargaining and the like.."

30. *Ex parte Keable Press Ltd.*(1943)2 All E.R. 633 was an instance of an individual dispute developing into a 'trade dispute' because of the strike by a union to enforce the rein- statement of dismissed workman. That was how this term (trade dispute) was interpreted by the Court of Appeal in *R. V. National Arbitration Tribunal* (1951)2 All E.R.828 after taking into consideration the definition of the word 'dispute'.

31. In Australian cases also, without specific reference to any definition of the phrase the courts have excluded individual disputes from the scope of industrial disputes. In *Jumbunna Coal Mine v. Victorian Coal Miners Association* (1908) 6 C.L.R.309, Griffiths C.J. observed:

" An industrial dispute exists where a considerable number- of employees engaged in some branch of industry make common cause in demanding from or refusing to their employers (whether one or more) some change in the conditions of employment which is denied to them..... "

32. Similarly in *Federated Saw Mills & Co. Employees of Australasia v. James Moore & Son Proprietary Ltd.* (1909) 8 C.L.R.465, Griffiths C.J. gave the characteristics of an industrial dispute as follows:

" It is necessary at the outset to consider the meaning which the term 'industrial dispute' conveyed in 1900 to the, minds of persons conversant with the English language..... "

"The word 'industrial denotes two qualities which distinguish them from ordinary private disputes between individuals, namely [1909] 8 C.L.R. 465 that on one side at least of the dispute the disputants are a body of men acting collectively and not individually."

33. *Isaacs J. in George Hudson Ltd. v. Australian Timber Workers' Union*(1923)32 C.L.R. 413 stated:

"The very nature of an 'industrial dispute', as distinguished from an individual dispute, is to obtain new industrial conditions, not merely for the specific individuals then working. It is a battle by the claimants, not for themselves alone and not as against the respondents alone, but by the claimants so far as they represent their class."

34. According to Griffiths C.J. "The term- "industrial dispute" connotes a, real and substantial difference having some element of persistency, and likely, if not adjusted, to endanger the industrial peace of the community". Vide *Federated Saw Mills Case*(1909 8 C.L.R. at p. 488. The same meaning was attached to the expression by Latham C.J. in *Metal Traders Employers Association v. Amwlgamated Engineering Union*(1953) 54 C.L.R. at p. 403:

"Industrial disputes are essentially group contests-there is always an industrial group on at least one side. A claim of an individual employee against his employer is not in itself an industrial dispute."

We shall now refer to the Indian decisions which bear on this question.

35. *Rajamannar C.J. in Kandan Textile Ltd. v. The Industrial Tribunal, Madras and another*(1949) NULLLJ875 Mad held that the definition of industrial dispute is wide enough to cover a dispute between an employer and an individual workman but taking into consideration s. 18 of the Central Act he was of the opinion that such an extended definition cannot be given to it in s. 2(k) of the Central Act. Mack J. agreed with the decision of Rajamannar C. J. but he said that the case of an individual workman if taken up by the

worker's union makes such a dispute an industrial dispute. In that case items of difference were referred to the Industrial Tribunal., One of the items in dispute was the wrongful removal of a workman, Sundaram by name. In the', High Court an objection was taken to the legality of the award on the ground that no industrial dispute existed and that there was no material before the Government on the basis of which it could make a reference. It was held that the dispute as to a single workman was not an industrial dispute. *Kandan Textile Ltd. case (1949) NULLLJ875Mad* was followed in *United Commercial Bank, Ltd. v. The Commissioner of Labour, Madras I.L.R.1952 Mad 43* which was a case under s. 41 of the *Madras Shops and Establishments Act* and the right of appeal given to an individual employee against the order of the employer dispensing with his services under s. 41(2) of *Madras Shops and Establishments Act* was challenged on the ground that it had been taken away by the *Central Act*. It was held that an individual worker had the right to appeal. *Vishwanatha Sastri J.* in his judgment referred with approval to the distinction made between an individual dispute and an industrial dispute in *Kandan Textile Ltd. v. Industrial Tribunal, Madras (supra)*.

36. The second view that such a dispute falls within the definition of the word "industrial dispute" is supported by a decision of a Full Bench of the Labour Appellate Tribunal- *Swadeshi Cotton Mills Co. Ltd. v. Their Workmen (1953)1 L.L.J.757*. There the question was mainly decided on the- basis of *s. 33-A* of the *Central Act* (introduced in 1950) which gives the right to an individual workman dismissed or dealt with contrary to s. 33 of the *Act* during an industrial dispute to raise the matter before a tribunal. The introduction of *s. 33-A* would not alter the construction to be placed on the phrase 'industrial dispute'. On the contrary it supports the view that an individual dispute is not comprised in that phrase. In view of what has been said above, we are of the opinion that in so far as that case lay& down that a dispute raised by an individual workman as to his personal grievance is within an industrial dispute, it cannot be said to have been correctly decided.

Further, the Hon'ble Supreme Court in the case of *Workmen of Dimakuchi Tea Estate Vs. The Management of Dimakuchi Tea Estate (AIR 1958 SC 353)*, held as under:-

8. We proceed now to read the definition clause the interpretation of which is the only question before us. That definition clause is in these terms:

" *S. 2 (k)* : " Industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;"

9. It must be stated here that the expression " workman is also defined in the *Act*, and the definition which is relevant for our purpose is the one previous to the amendments of 1956; therefore, in reading the various sections of the *Act*, we shall read them as they stood prior to the amendments of 1956 and refer to the amendments only when they have a bearing on the question before us. The definition of 'workman' as it stood at the relevant time stated :

" *S. 2 (s)*: " Workman " means any person employed (including an apprentice) in any industry to do any skilled or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceedings under this *Act* in relation to an industrial dispute, a workman discharged during that dispute, but does not include any person employed in the naval, military or air service of the Government. "

10. Now, the question is whether a dispute in relation to a person who is not a workman within the meaning of the *Act* still falls within the scope of the definition clause in *s. 2 (k)*. If we analyse the definition clause it falls easily and naturally into three parts: first, there must be a dispute or difference; second, the dispute or difference must be between employers and employers, or between employers and workmen or between workmen and workmen; third, the dispute or difference must be connected with the employment or non- employment or the terms of employment or with the conditions of labour, of any person. The first part obviously refers to the factum of a real or substantial dispute; the second part to the parties to the dispute; and the third to the subject matter of that dispute. That subject matter may relate to any of two matters-(i) employment or non- employment, and (ii) terms of employment or conditions of labour, of any person. On behalf of the appellants it is contended that the conditions referred to in the first and second parts of the definition clause are clearly fulfilled in the present case, because there is a dispute or difference over the termination of service of *Dr. K. P. Banerjee* and the dispute or difference is between the employer, namely, the management of the *Dimakuchi tea estate* on one side, and its workmen on the other, even taking the expression "workmen " in the restricted sense in which that expression is defined in the *Act*. The real difficulty arises when we come to the third part of the definition clause. Learned counsel for the appellants has submitted that the expression " of any person " occurring in the third part of the definition clause is an expression of very wide import and there are no reasons why the words "any person" should be equated with

" any workman ", as the Tribunals below have done. The argument is that inasmuch as the dispute or difference between the employer and the workmen is connected with the non-employment of a person called Dr. K. P. Banerjee (even though he was not a workman), the dispute is an industrial dispute within the meaning of the definition clause. At first sight, it does appear that there is considerable force in the argument advanced on behalf of the appellants. It is rightly pointed out that the definition clause does not contain any words of qualification or restriction in respect of the expression " any person " occurring in the third part, and if any limitations as to its scope are to be imposed, they must be such as can be reasonably inferred from the definition clause itself or other provisions of the Act.

Hon'ble the Supreme Court in the case of **The Associated Cement Companies Ltd. Vs. Their Workmen (AIR 1960 SC 777)**, held as under:

"8. In construing this provision it would be relevant to remember that an industrial dispute as defined by s. 2(k) of the Act means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen which is connected with the employment or non-employment, or the terms of employment, or with the conditions of labour of any person. This definition emphatically brings out the essential characteristics of the dispute with which the Act purports to deal. The disputes must relate to the terms of employment or with the conditions of labour and they must arise, inter alia, between workmen and their employer. Ordinarily, an individual dispute which is not sponsored by the union or is otherwise not supported by any group of workmen is not regarded as an industrial dispute for the purposes of the Act."

Also, the Hon'ble Supreme Court in the case of **J.H. Jadhav Vs. Forbes Gokak Ltd. (Civil Appeal No.1089 of 2005) a (AIR 2005 SC 998)**, held as under:-

"5. The definition of "Industrial Dispute" in Section 2(k) of the Act shows that an Industrial Dispute means any dispute or difference between an employer and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of the employment or with the condition of labour, of any person. The definition has been the subject matter of several decisions of this Court and the law is well settled. The locus classicus is the decision in Workmen of M/s. Dharampal Premchand (Saughandhi) Vs. M/s. Dharampal Premchand (Saughandhi) 1965 (3) SCR 394 where it was held that for the purposes of Section 2(k) it must be shown that (1) the dispute is connected with the employment or non employment of a workman. (2) the dispute between a single workman and his employer was sponsored or espoused by the Union of workmen or by a number of workmen. The phrase "the union" merely indicates the Union to which the employee belongs even though it may be a Union of a minority of the workmen. (3) the establishment had no union on its own and some of the employees had joined the Union of another establishment belonging to the same industry. In such a case it would be open to that Union to take up the cause of the workmen if it is sufficiently representative of those workmen, despite the fact that such Union was not exclusively of the workmen working in the establishment concerned. An illustration of what had been anticipated in Dharam Pal's case is to be found in the Workmen of Indian Express Newspaper (Pvt.) Ltd. Vs. Management of Indian Express Newspaper Private Ltd. AIR 1970 SC 737 where an 'outside' union was held to be sufficiently representative to espouse the cause.

Also, the Hon'ble High Court of Delhi in the case of **Lord Krishna Textiles Mills and others Vs. Rampal Singh and others W.P.(C) 4468, 4469, 4497 and 4498/2014 decided on 17.4.2015**, has held as under:

"14. The term "Industrial Dispute" has been defined in Section 2(k) of the ID Act as follows:

"2. Definitions:- In this Act, unless there is anything repugnant in the subject or context,

xxx xxx xxx

(k) "industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;"

15. The words 'industrial dispute' convey a meaning to the ordinary mind that a dispute must be such that would affect a large group of workmen and employers ranged on opposite sides on some general questions on which each group is bound together by a community of interest, such as wages, bonus, allowances, pensions, provident fund, number of working hours per week, holidays and so on. It is a settled law that an industrial dispute under Section 2(k) of the ID Act is raised before the authority concerned on a collective basis because a dispute not espoused by others of the class to which the aggrieved party belongs is not an industrial dispute. Therefore, a dispute between an employer and a single workman cannot be an industrial dispute unless it is taken up by a number of workmen or trade union.

24. This court is not convinced by the view taken by the trial court. As observed above the tribunal is competent to decide only on the disputes which come under the definition of Section 2(k) and 2A of the ID

Act and all other kinds of disputes are outside the realms of the ID Act. An individual dispute, howsoever genuine it may be, is not a subject matter of adjudication under the ID Act which talks of collective action and dispute resolution. Thus, the issue of espousal goes to the root of the matter and is not in a nature of a mere technicality. This court in „Management of Messers Hotel Samrat vs. Government of NCT & Ors“, (2007) 2 LLJ 950 Del observed as under:-

"14.The Tribunal has jurisdiction to adjudicate only an industrial dispute. The Tribunal came to conclusion that the cause of the workmen was not espoused. Once the Tribunal decided the issue of espousal against the workman, the Tribunal lost its jurisdiction to adjudicate the dispute since no industrial dispute existed. However, the Tribunal considered that it was a mere technicality. I consider that the entire jurisprudence of Industrial Disputes Act, is in respect of resolution of collective dispute of the workmen. It is not a mere technicality. An individual dispute unless covered under section 2A cannot be raised under Industrial Disputes Act."

25. *It is pertinent to state here even at the cost of repetition that a Tribunal/Labour Court would get jurisdiction to decide a dispute only when it is properly espoused under the provisions of the ID Act. In such a case, any objections to non-espousal or improper espousal cannot be brushed aside lightly by the Tribunal/Labour Court rather, must be heard and decided before hearing the parties on merits. Further, merely because a party to a dispute had not objected to the terms of reference would not be sufficient enough a ground not to entertain objections to proper espousal of a dispute. As I have already observed that the issue of espousal goes to the root of the matter, hence objections, if any to espousal must be decided first before a tribunal goes any further to decide on the merits of the dispute.*

In view of said position of law on Section 2(k) of the Act i.e. "industrial dispute", means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.

Further, the definition uses the word "dispute". The dictionary meaning of the word "dispute" is: to contend any argument; argue for or against something asserted or maintained. In Black's Law Dictionary the meaning of the word "dispute" is: a conflict or controversy, specially one that has given rise to a particular law suit.

In Advance Law Lexicon by P. Ramanatha Iyer the meaning given is: claim asserted by one party and denied by the other, be the claim false or true; the term dispute in its wider sense may mean the wranglings or quarrels between the parties, one party asserting and the other denying the liability.

In the case of **Gujarat State Cooperative Land Development Bank Ltd. Vs. P.R. Mankad and others (1979) 3 SCC 123** the Hon'ble Supreme Court held that the term "dispute" means a controversy having both positive and negative aspects. It postulates the assertion of a claim by one party and its denial by the other.

Thus, taking into consideration the above aid position of law, in the present case it cannot be said that withdrawal of the IRM facility by the Bank from the claimant on the basis of the representation made by respondent no. 2 to respondent no. 1, which was earlier availed by the claimant as per settlement/Memorandum dated 31.03.1974, 01.11.1983 and 01.09.1989 is an industrial dispute within the scope and meaning of section 2 'k' of the Industrial Disputes Act 1947.

Rather it is dispute between the claimant/Punjab National Bank Staff Association, UP and respondent no.2/All India PNB Employee Federation i.e. dispute between two unions which does not come within the meaning of section 2 'k' of the Industrial Disputes Act 1947.

Further I carefully gone through the rulings cited on behalf of claimant as mentioned hereinabove are not applicable in the controversy involved in the present case and the claimant cannot claim any benefit from them in support of their case as well as from the Clause/para 584 to 588 of the Shastry Award.

Moreover, one of argument, advanced by the learned counsel for claimant Sri I. M. Pandey that the respondent no. 2 deaffiliate/withdrawn the affiliation of the claimant union without providing any opportunity whatsoever; and on the basis of which the Bank has withdrawn the IRM facility, so, the action of respondent no. 2 & respondent no 1 are in violation of principles of natural justice cannot be considered in the present case as the same is outside the scope of reference; and as per settled position of law this Tribunal has to adjudicate and decide a dispute with the terms of reference. (see *State Bank of Bikaner and Jaipur vs. Om Prakash Sharma* 2006 (109) FLR 1203 (SC); *Bhogpur cooperative Sugar Mills Ltd. vs. Harmesh Kumar* (2008) 2 SCC (L&S) 128 and *Osshiar Prasad & others vs Employers in Relation to Management of Sudamdih Coal Washery of M/s. BCCL, Dhanbad* 2015 (144) FLR 830 (SC).

ORDER

For the foregoing reasons, the reference no. L-12011/33/2019-IR(B-II) dated 25.9.2019 is not maintainable before this Tribunal as the same does not come within the ambit and scope/purview of 'Industrial Dispute' as defined u/s 2 'K' of Industrial Disputes Act 1947.

Reference under adjudication is answered accordingly.

Lucknow.

Justice ANIL KUMAR, Presiding Officer

16th April, 2024

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 4 जून, 2024

का. आ. 1065.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (08/2007) प्रकाशित करती है।

[सं. एल-41012/189/2005- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 4th June, 2024

S.O. 1065.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.08/2007) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Jaipur* as shown in the Annexure, in the industrial dispute between the management of North West Railway and their workmen.

[No. L-41012/189/2005- IR(B-I)]

SALONI, Dy. Director

अनुलग्नक

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

पीठासीन अधिकारी

राधा मोहन चतुर्वेदी

सी.जी.आई.टी. प्रकरण सं.— 08/2007

Reference No. L-41012/189/2005-IR (B-I)

Dated: 04.01.2007

श्री रामकरण पुत्र श्री रामेत उर्फ रामहेत, निवासी— ग्राम चीमापुरा, पोस्ट— कोलाना, तहसील—बसवा, जिला— दौसा (राज.)।

.....प्रार्थी

बनाम

1. जनरल मैनेजर, नोर्थ वेस्ट रेलवे, रेलवे हॉस्पिटल के सामने, जयपुर।

2. डिवीजनल रेलवे मैनेजर, नोर्थ वेस्ट रेलवे, पावर हाउस रोड़, जयपुर।

.....अप्रार्थीगण/विपक्षी

उपस्थित:—

: श्री रामकरण, स्वयं प्रार्थी।

: श्री साजन सैनी, अभिभाषक (श्री विजेन्द्र सिंह, अभिभाषक की ओर से) —विपक्षीगण।

: अधिनिर्णय :

दिनांक : 29. 04. 2024

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 04.01.2007 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) (डी) व 2। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :-

“Whether the claimant Shri Ramkaran S/o Shri Ramhet is entitled for re-employment in Railway, Jaipur w.e.f. 13.03.2002 being his name on the live register of Engineering Department of Railway, Jaipur? If yes, what relief the claimant is entitled to and from which date?”

2. प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत करते हुये यह कहा है कि उसकी प्रथम नियुक्ति दिनांक 21.08.1985 को कैजुअल श्रमिक के रूप में हुई थी। प्रार्थी से दिनांक 10.10.1986 तक लगातार कुछ आर्टिफिशियल ब्रेक देते हुये सेवाये ली गई। दिनांक 27.04.1992 को अप्रार्थीगण द्वारा आकस्मिक श्रमिकों से संबंधित लाइव रजिस्टर में प्रार्थी का नाम क्रमांक 1149 पर दर्ज बताया गया। दिनांक 23.04.1992 से अप्रार्थीगण ने सैकड़ों श्रमिकों को नयी नियुक्तियाँ दी किंतु प्रार्थी को कोई सूचना एवं प्राथमिकता नहीं दी गई। दिनांक 17.09.2001 को अप्रार्थीगण ने अस्थाई श्रमिकों हेतु रिक्तियाँ निकाली जिसके क्रम में दिनांक 11.12.2001 को प्रार्थी ने अपना प्रार्थना पत्र पुनः नियुक्ति हेतु दिया। किंतु उस पर कोई कार्यवाही नहीं हुई। तब प्रार्थी ने माननीय केन्द्रीय प्रशासनिक अधिकरण जयपुर पीठ (जिसे आगे मात्र CAT कहा जावेगा) के समक्ष O.A. 87/2002 प्रस्तुत की। जिस पर दिनांक 13.03.2002 को CAT ने प्रार्थी के प्रार्थना पत्र दिनांक 11.12.2001 के संबंध में 2 माह में सकारण स्पीकिंग आदेश पारित करने का आदेश अप्रार्थीगण को दिया। दिनांक 24.04.2002 को अप्रार्थी ने यह आदेश जारी कर दिया और कहा कि प्रार्थी का नाम वर्तमान रोल में उपलब्ध नहीं है। इस आदेश से व्यथित होकर प्रार्थी ने एक अवमानना याचिका CAT के समक्ष प्रस्तुत की। जिसमें CAT ने दिनांक 05.01.2004 को आदेश पारित हुये अप्रार्थीगण को अवमानना से मुक्त कर दिया। अप्रार्थीगण ने प्रार्थी का नाम कैजुअल रजिस्टर में दर्ज होना मान भी लिया और सैकड़ों रिक्तियों पर प्रार्थी से कनिष्ठ श्रमिकों को नियुक्त किया गया किंतु प्रार्थी को कोई प्राथमिकता नहीं दी गई। प्रार्थी द्वारा बारम्बार नियुक्ति की माँग अप्रार्थीगण से की जाती रही। अप्रार्थीगण ने प्रार्थी का प्रार्थना पत्र गलत रूप से निस्तारित कर दिया। इसलिए यह औद्योगिक विवाद उठाना पड़ा। दिनांक 11.10.1986 से प्रार्थी बेरोजगार है। अतः प्रार्थी द्वारा प्रस्तुत वाद स्वीकार कर प्रार्थी को दिनांक 13.03.2002 से अप्रार्थी संस्थान में पुनः नियुक्ति दिलवाई जाये और समस्त आर्थिक व सेवालाभ, सेवा की निरंतरता सहित दिलाये जावे।
3. विपक्षीगण ने अपने वादोत्तर में सर्वप्रथम तो यह आपत्ति की है कि CAT द्वारा पारित आदेश के अनुपालन में दिनांक 24.04.2002 को प्रार्थी द्वारा प्रस्तुत अभ्यावेदन, विपक्षी विभाग ने विस्तृत आदेश द्वारा निस्तारित कर दिया। इसी आधार पर विपक्षीगण के विरुद्ध CAT द्वारा अवमानना याचिका दिनांक 05.01.2004 को निरस्त कर दी गई। इसलिए प्रार्थी का प्रार्थना पत्र “पूर्व निर्णय” के सिद्धांत के आधार पर निरस्त किया जावे। प्रार्थी से लगातार सेवाये नहीं ली गई। प्रार्थी ने एवजी कामगार के रूप में काम करने का कोई प्रमाण पेश नहीं किया गया है। आकस्मिक श्रमिकों को विपक्षी ने कोई नियुक्ति नहीं दी। CAT द्वारा प्रार्थी को नियुक्त किये जाने का आदेश नहीं दिया गया था वरन् प्रार्थी के प्रार्थना पत्र को सकारण आदेश पारित करते हुये निस्तारित करने का आदेश दिया गया था, जिसका अनुपालन कर दिया गया। विपक्षीगण ने अधिनियम के किसी भी प्रावधान का उल्लंघन नहीं किया है। अतः वाद निरस्त किया जावे।
4. प्रार्थी ने अपने साक्ष्य में स्वयं रामकरण को परीक्षित किया। और प्रलेखीय साक्ष्य में प्रदर्श W-1 से प्रदर्श W-42 तक प्रलेखों को प्रदर्शित किया।
5. विपक्षीगण के साक्ष्य में श्री आर. पी. यादव, मुख्य कार्यालय अधीक्षक को परीक्षित किया गया तथा प्रलेखीय साक्ष्य में कोई प्रलेख प्रदर्शित नहीं किया गया।
6. दिनांक 20.08.2019 को प्रार्थी ने अपने अभिभाषक श्री एम. फारूख बेग द्वारा हस्ताक्षरित लिखित तर्क अधिकरण के समक्ष प्रस्तुत किये। जिसकी प्रति विपक्षीगण को दी गई। विपक्षीगण की ओर से भी दिनांक 28.03.2024 को अपने लिखित तर्क प्रस्तुत किये गये जिसकी प्रति प्रार्थी को दी गई। उभयपक्ष ने कोई अन्य मौखिक तर्क प्रस्तुत नहीं करना चाहा। इसलिए उभयपक्ष के लिखित तर्कों व उपलब्ध साक्ष्य के आधार पर इस विवाद का निर्णयन किया जा रहा है।

7. प्रार्थी ने अपने तर्कों में यह कहा है कि दिनांक 23.04.1992 को ऐसे सभी कामगारों के नाम प्रदर्श W-1 लाइव रजिस्टर में अंकित किये गये जिन्होंने दिनांक 01.01.1981 के बाद रेलवे में कार्य किया था। उक्त लाइव रजिस्टर में प्रार्थी का नाम क्रम सं. 1149 पर दर्ज होना विपक्षी ने स्वीकार किया है। प्रदर्श W-3 रिक्ति का पत्र जारी होने के बाद प्रार्थी ने प्रदर्श W-4 प्रार्थना पत्र प्रस्तुत किया किंतु उसे पुनः नियुक्ति नहीं दी गई। CAT द्वारा प्रार्थना पत्र पर सकारण आदेश पारित करने का निर्देश दिया गया था लेकिन दुर्भाग्यवश अवमानना याचिका CAT द्वारा निरस्त कर दी गई। दिनांक 23.04.1992 के बाद प्रार्थी से कनिष्ठ व्यक्तियों को, जो कि आकस्मिक श्रमिक भी थे, विपक्षी ने नियुक्तिया दी और नियमित भी किया। जबकि प्रार्थी को प्राथमिकता देते हुये उनसे पहले नियुक्त किया जाना चाहिये था। इसलिए वाद स्वीकार कर प्रार्थित अनुतोष दिलाया जावे।
8. विपक्षी ने अपने लिखित तर्क में मूलतः प्रार्थी के इस दावे को CAT द्वारा निर्णीत कर दिये जाने के कारण "पूर्व निर्णय" के प्रभाव से आच्छादित बताया। उनका तर्क है कि प्रार्थी ने स्वयं को आकस्मिक श्रमिक के रूप में नियुक्त किया जाना माना है और ऐसा कोई साक्ष्य प्रस्तुत नहीं किया जिससे प्रार्थी का एवजी कामगार के रूप में कार्य करना प्रमाणित हो एवजी कामगार न होने के कारण भी प्रार्थी को नियुक्ति नहीं दी जा सकी एवं प्रार्थी के प्रार्थना पत्र को विपक्षी ने विचारित कर स्पीकिंग आदेश पारित किया है। यदि प्रार्थी को उस आदेश से असंतुष्टि रही होती तो CAT के आदेश को चुनौती दी जा सकती थी। प्रार्थी ने पूर्व अनुतोष को ही इस प्रकरण में मांगा है जो विधि के अनुसार चलने योग्य नहीं है। अतः वाद निरस्त किया जावे।
9. उभयपक्ष के तर्कों के आधार पर इस विवाद में निम्नांकित विचारणीय बिन्दु उत्पन्न हुये हैं:—

10. विचारणीय बिन्दु:—

1. क्या प्रार्थी का नाम विपक्षीगण के लाइव रजिस्टर में क्रम सं. 1149 पर अंकित होने के आधार पर प्रार्थी दिनांक 13.03.2002 से विपक्षी के अधीन पुनः नियोजन प्राप्त करने का अधिकारी है?
.....प्रार्थी
2. क्या विपक्षी ने दिनांक 13.03.2002 के उपरांत प्रार्थी से कनिष्ठ आकस्मिक श्रमिकों को सैकड़ों रिक्त पदों पर नियुक्ति दी और प्रार्थी को नियुक्ति हेतु प्राथमिकता नहीं दी?
.....प्रार्थी
3. क्या प्रार्थी द्वारा प्रस्तुत यह वाद/ प्रार्थना पत्र केन्द्रीय प्रशसनिक अधिकरण जयपुर पीठ के आदेश दिनांक 21.03. 2002 व 05.01.2004 के प्रभाव के कारण "प्रांगन्याय" (Res judicata) के सिद्धांत से आच्छादित है?
.....विपक्षी
4. अनुतोष क्या हो?

11. विचारणीय बिन्दुओं पर क्रमिक निर्णय इस प्रकार है:—

12. विचारणीय बिन्दु सं.—1

13. प्रार्थी ने अपने मुख्य परीक्षा के शपथ पत्र में यह कहा है कि दिनांक 23.04.1992 को अप्रार्थी द्वारा दिनांक 01.01.1981 के बाद कार्य पर लगे समस्त कामगारों की एक लिस्ट जारी की जिसे लाइव रजिस्टर कहा गया। यह लाइव रजिस्टर प्रदर्श W-1 है। जिसके क्रमांक 1149 पर प्रार्थी का नाम दर्ज है। उल्लेखनीय है कि विपक्षी द्वारा अपने पत्र दिनांक 24.04.2002 प्रदर्श W-6 में इस तथ्य की स्वीकृति करते हुये प्रार्थी का नाम दिनांक 23.04.1992 को जारी किये गये कैजुअल लेबर रजिस्टर में क्रमांक 1149 पर दर्ज होना माना गया है। इसी क्रम में प्रार्थी ने दिनांक 11.12.2001 को एक प्रार्थना पत्र प्रदर्श W-3 रिक्तियों की सूचना के संदर्भ में प्रस्तुत करना कहा है। इस संदर्भ में विपक्षी द्वारा जारी रिक्ति सूचना का अवलोकन आवश्यक है विपक्षी के पत्र प्रदर्श W-3 दिनांक 17.09.2001 में यह अंकित है कि "यातायात विभाग जयपुर मण्डल के वर्तमान में रोल पर उपलब्ध स्क्रीन्ड एवजी कामगार/ अस्थाई दर्जा प्राप्त ग्रीष्म कालीन पानी वाला इंजीनियरिंग विभाग के ग्रुप "डी" के पद पर जाने के लिए विकल्प मांगे जा रहे हैं, अतः विकल्प स्टेशन मास्टर/सहायक स्टेशन मास्टर के माध्यम से इस कार्यालय को दिनांक 01.10.2001 तक आवश्यक रूप से संलग्नक (क) में भरकर भेजे"।
14. इस पत्र में वर्णित निर्देश से स्पष्ट है कि मात्र एवजी कामगार/ग्रीष्म कालीन पानी वाला जिसे अस्थाई दर्जा प्राप्त हो तथा स्क्रीन्ड भी हो द्वारा यातायात विभाग के जयपुर मण्डल में ग्रुप "डी" के पद पर नियुक्ति के लिए स्टेशन मास्टर

के माध्यम से दिनांक 01.10.2001 तक ही विकल्प प्रेषित किये जाने थे। किंतु प्रार्थी ने इस निर्देश का पालन नहीं किया एवं अपना आवेदन पत्र 2 माह विलम्ब से दिनांक 11.12.2001 को बिना स्टेशन मास्टर/ सहायक स्टेशन मास्टर से अग्रेषित करवाये सीधे ही मण्डल प्रबंधक पश्चिम रेलवे जयपुर को प्रेषित कर दिया।

15. यहा यह उल्लेख किया जाना भी सुसंगत है कि प्रार्थी आकस्मिक श्रमिक के पद पर इंजीनियरिंग विभाग में नियुक्त था। वह "एवजी कामगार" अथवा "अस्थाई दर्जा प्राप्त ग्रीष्म कालीन पानी वाला" के पद पर यातायात विभाग में नियुक्त भी नहीं था। फिर भी विपक्षी ने प्रदर्श W-6 पत्र दिनांक 24.04.2002 के माध्यम से प्रदर्श W-3 रिक्ति सूचना दिनांक 17.09.2001 का उल्लेख करते हुये प्रार्थी को उसकी नियुक्ति हेतु अनुपयुक्तता से अवगत कराया और यह भी कहा कि महा प्रबंधक चर्चगेट की पूर्व स्वीकृति बिना उसे कार्य पर लिया जाना संभव नहीं है। उसके बाद भी दिनांक 16.10.2002 को विपक्षी ने प्रार्थी को पुनः सूचित किया कि प्रदर्श W-3 पत्र दिनांक 17.09.2001 द्वारा इंजीनियरिंग विभाग में आकस्मिक कामगारों की भर्ती किया जाना सत्य नहीं है। यातायात विभाग में नियमित रूप से एवजी कामगार कार्यरत थे, उनकी नियमित नियुक्ति हेतु स्क्रीनिंग भी हो चुकी थी किंतु उन्हें यातायात विभाग में पद विसृजित हो जाने से नियमित नहीं किया जा सका और वह सरप्लस हो गये। वर्तमान नीति के अनुसार कार्यरत सरप्लस स्टाफ को अन्य विभागों में पहले समाहित किया जाना है। विपक्षी ने यह भी सूचित किया कि यातायात विभाग में कार्यरत स्क्रीन्ड एवजी कामगारों से इंजीनियरिंग विभाग में नियुक्ति हेतु विकल्प मागे गये थे। जिन्होंने विकल्प दिया उन्हें नियुक्ति दी गई। उपयुक्त विवरण से स्पष्ट है कि भूतपूर्व आकस्मिक कामगारों को विपक्षी द्वारा नियुक्ति नहीं दी गई।
16. यहा यह भी उल्लेखनीय है कि CAT ने दिनांक 05.01.2004 को आदेश पारित करते हुये विपक्षी के इसी पत्र दिनांक 16.10.2002 में वर्णित आधारों को समुचित मानते हुये इस पत्र में वर्णित तथ्यों को सकारण एवं मुखर आदेश के रूप में माना है। इस स्थिति में अधिशेष कर्मचारियों को चूँकि अन्य विभागों में पहले समायोजित करना था, इसलिए दिनांक 17.09.2001 (प्रदर्श W-3) पत्र द्वारा जिन कर्मचारियों ने विकल्प प्रेषित किये थे को इंजीनियरिंग विभाग में नियुक्ति दी गई। इस प्रकार यह भी स्पष्ट है कि यह रिक्ति सूचना किसी भूतपूर्व आकस्मिक कामगार को नियुक्ति देने हेतु आशयित नहीं थी। विपक्षी ने प्रार्थी के अभ्यावेदन दिनांक 11.12.2001 का समुचित एवं सकारण रीति से निस्तारण किया है। दिनांक 13.03.2002 को CAT ने प्रार्थी को विपक्षी के अधीन पुनः नियोजित किये जाने का आदेश, वस्तुतः नहीं दिया था वरन् उसके अभ्यावेदन दिनांक 11.12.2001 को सकारण एवं मुखर आदेश द्वारा निस्तारित करने मात्र का आदेश दिया था। उसी के अनुसरण में विपक्षी ने दिनांक 16.10.2002 को प्रार्थी का अभ्यावेदन निस्तारित किया और CAT द्वारा इसे, उनके द्वारा पारित आदेश की अनुपालना मानते हुये, प्रार्थी द्वारा प्रस्तुत अवमानना याचिका निरस्त कर दी गई।
17. इस विवेचन के उपरांत चूँकि प्रार्थी प्रदर्श W-3 रिक्ति सूचना दिनांक 17.09.2001 के अनुसार योग्यता नहीं रखता था तथा उसने विहित अवधि और विहित माध्यम से प्रार्थना पत्र भी प्रस्तुत नहीं किया, वह दिनांक 13.03.2002 से विपक्षी के अधीन पुनः नियोजन प्राप्त करने का अधिकारी प्रमाणित नहीं होता है। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।
18. **विचारणीय बिन्दु सं.-2**
19. यह तथ्य विवादित नहीं है कि प्रार्थी का नाम विपक्षी विभाग द्वारा दिनांक 23.04.1992 को जारी किये गये लाइव रजिस्टर के क्रमांक 1149 पर अंकित है। प्रार्थी का कथन है कि विपक्षी द्वारा जो रिक्तियाँ विज्ञापित की गई वे प्रदर्श W-9, 10, 11, 12 व 32 है। प्रतिपरीक्षा में प्रार्थी कहता है कि उसे जानकारी नहीं है कि लाइव रजिस्टर की सूची में से किसी को नियुक्ति दी गई है या नहीं। फिर कहता है कि लाइव रजिस्टर में जिन कामगारों के नाम हैं उनमें से बहुतो को नियुक्ति दी गई, परन्तु उन कामगारों की सूची उसने प्रस्तुत नहीं की है। प्रार्थी कहता है कि रामचन्द्र पुत्र श्री भजनी मीणा का नाम लाइव रजिस्टर में था उसको नियुक्ति दी गई है। लेकिन पुनः स्वीकार करता है कि उसने जो लाइव रजिस्टर की सूची प्रदर्श W-1 पेश की है उसमें रामचन्द्र का नाम नहीं है। इस प्रकार लाइव रजिस्टर में प्रार्थी से कनिष्ठ किसी व्यक्ति को विपक्षी द्वारा नियुक्ति दिया जाना प्रार्थी के साक्ष्य से प्रमाणित नहीं हुआ है। जो रिक्त पदों की विज्ञप्तियाँ विपक्षी द्वारा जारी की गई उनके अनुरूप नियुक्ति चाहने वाले अभ्यर्थी द्वारा, निर्धारित अंतिम तिथि के पूर्व निर्देशित रीति से आवेदन किया जाना भी अपेक्षित था। किंतु, प्रार्थी ने किसी भी विज्ञप्ति के अन्तर्गत स्वयं द्वारा आवेदन करना न तो कहा है और न ही साक्ष्य से प्रमाणित किया है। ऐसी स्थिति में प्रार्थी को यह अधिकार उत्पन्न नहीं होता है कि वह बिना आवेदन प्रस्तुत किये (विज्ञप्ति के अनुसार) विपक्षी से नियुक्ति हेतु अपेक्षा करे। इसलिए यह बिन्दु साक्ष्य के अभाव में प्रार्थी के विरुद्ध निर्णीत किया जाता है।

20. विचारणीय बिन्दु सं.-3

21. "प्रांगन्याय" के सिद्धांत के प्रयोजन के लिए कतिपय आवश्यक तत्व विद्यमान होना अपेक्षित है। इन तत्वों में पश्चातवर्ती वाद में विवाद्य बिन्दु प्रत्यक्षतः वही होने चाहिये जो पूर्ववर्ती वाद में थे। दोनों वादों में समान पक्षकार होना भी आवश्यक है। सर्वाधिक महत्वपूर्ण यह है कि पूर्ववर्ती वाद में विवाद्य बिन्दु पर गुणागुण पर विचार कर उसे सक्षम न्यायालय द्वारा अंतिम रूप से विनिश्चित किया जाना चाहिये। यदि यह आवश्यक तत्व विद्यमान न हो तो "प्रांगन्याय" का सिद्धांत लागू नहीं होता।
22. विधि के इस आलोक में पूर्ववर्ती न्यायालय CAT है, जिसके आदेश दिनांक 13.03.2002 का अवलोकन करने पर यह प्रकट होता है कि यह आदेश उभयपक्ष को सुनकर गुणागुण के आधार पर पारित किया गया आदेश नहीं है। यह निष्कर्ष CAT के आदेश के निम्नांकित सुसंगत अंश से स्पष्ट है:

23- . "Without going into the merits and the various allegations made by the applicant in the OA, we dispose it of finally, at this stage, with the direction that the respondent department shall decide the representation of the applicant dated 11.12.2001 (Ann. A/7) by a reasoned and speaking order within a period of two month from the date of receipt of a certified copy of this order."

24. CAT द्वारा प्रकरण के गुणागुण पर तथा प्रार्थी द्वारा O.A. में किये गये अभिवचनों पर विचार/ विवेचन किये बिना ही प्रत्यर्थी विभाग को प्रार्थी के अभ्यावेदन दिनांक 11.12.2001 पर सकारण आदेश पारित करने का निर्देश मात्र दिया गया था और याचिका अंतिम रूप से निर्णीत कर दी गई थी। प्रार्थी द्वारा अवमानना याचिका प्रस्तुत करने पर CAT ने विपक्षी द्वारा जारी पत्रों दिनांक 24.04.2002 एवं 16.10.2002 को आदेशों का सम्यक अनुपालन मानते हुये याचिका को निरस्त कर दिया था। इस प्रकार पूर्ववर्ती न्यायालय (CAT) के आदेश दिनांक 13.03.2002 व 05.01.2004 चूँकि उभयपक्ष के मध्य विद्यमान विवाद्य बिन्दु जिसमें प्रार्थी का नाम विपक्षी के लाइव रजिस्टर में अंकित होने के आधार पर उसे पुनः नियोजित किये जाने का विषय विवेचनीय था पर गुणागुण के आधार पर पारित निर्णय/आदेश प्रमाणित नहीं होते हैं। इसलिए CAT के उपर्युक्त आदेशों का वर्तमान विवाद पर "प्रांगन्याय" के रूप में आच्छादन नहीं माना जा सकता है। अतः यह बिन्दु विपक्षी के विरुद्ध निर्णीत किया जाता है।

25. अनुतोष:-

26. विचारणीय बिन्दु सं. 1 व 2 प्रार्थी के विरुद्ध निर्णीत किये गये हैं और प्रार्थी को विपक्षी द्वारा जारी किये गये लाइव रजिस्टर में नाम अंकित होने पर भी पुनः नियोजन का अधिकारी नहीं पाया गया है। इसलिए प्रार्थी विपक्षी के विरुद्ध कोई अनुतोष पाने का अधिकारी नहीं हैं
27. श्रम मंत्रालय भारत सरकार द्वारा संदर्भित विवाद को इसी प्रकार न्याय निर्णीत किया जाता है।
28. अधिनिर्णय की प्रतिलिपि समुचित सरकार को अधिनियम, की धारा 17 (1) के अंतर्गत प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 4 जून, 2024

का. आ. 1066.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबंधन के संबद्ध नियोजकों और श्री वी. के. कुर्रे एंड 4 अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 29/2007) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-26012/07/2006- आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S.O. 1066.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 29/2007**) of the **Central Government Industrial Tribunal**

cum Labour Court, Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant and Shri V.K. Kurre and 4 others** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-26012/07/2006-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/29/2007

Present: P. K.Srivastava

H.J.S..(Retd)

Shri V.K. Kurre & 4 Others

Qtrs. No. 2 B, IMA Type, township Circular

Road, At and PO: Dallirjharas, Durg (CG)

Workman

Versus

The Managing Director

Bhilai Steel Plant, Bhilai, Durg (CG)

Management

(J U D G M E N T)

(Passed on this 21st day of May-2024)

As per letter dated 13/02/2007 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-26012/07/2006 IR(M) dt. 13/02/2007. The dispute under reference relates to:

“Whether the action of the management in relation to Bhilai Steel Plant in granting various lower scales like L-3, L-4 & L-5 instead of L-6 (i.e. Rs. 1550 – 53 – 1921 – 60 – 2341 in 1990) to their workmen named in the schedule appended herewith on their selection as Senior Operator (HEME) is justified ? If not, to what relief are the concerned workmen are entitled to ?”

After registering a case on the basis of the reference, notices were sent to the parties and were served. Parties appeared and filed their respective statements of claim and defense.

According to the workmen, the management circulated vacancy for post of Senior Operator (HEME) and invited applications stipulating the L-6 scale (i.e. Rs. 1550 – 53 – 1921 – 60 – 2341 in 1990) in 1990 vide Circular dated 05.03.1990. The workmen applied and were selected for appointment. They were given offer of appointment for L-6 scale by management vide letter dated 02.05.1990 but they were granted scale of L-4 instead of L-6 though they were given designation of senior operator (HEME) vide order dated 19.07.1991 which was arbitrary on the part of management. Some unions entered into a settlement on this issue on 24.11.1994 wherein they accepted pay scale of L-4 for senior operators (HEME) which was of L-6 scale. The management issued a Circular on 19.04.2003 and rectified the mistake by approving original scale of L-6 to L-8. Thereafter, these workmen were also granted L-6 scale. According to these workmen the action of management in granting L-4 scale to them on their appointment as senior operator (HEME) which was of L-6 scale till 2003 Circular above noted was arbitrary and against law. The workmen have further challenged the settlement of 1994, above referred between the union and management agreeing L-4 scale in place of L-6 scale to the senior operators (HEME) on the ground that it was not signed by all the unions. Accordingly, the workmen have prayed that holding the action of management in granting L-4 scale to them from 19.07.1991 i.e. the date when they were granted L-4 scale arbitrary and illegal, they be held entitled to L-6 scale and other allowances admissible to L-6 scale from 19.07.1991 till 19.04.2003 i.e. the date of issue of the Circular by management restoring L-6 scale.

In its written statement of defense, the management has taken a stand that firstly the dispute is not maintainable and secondly there was a settlement dt. 24.11.1994 between the management and recognized unions U/S. 18 of I.D. Act in which the unions agreed for L-4 scale to the senior operators (HEME). These workmen are also bound by the settlement. According to the management, their offers for appointment issued to the workmen clearly mentioned that on being posted as senior operators (HEME) they will be given L-4 scale which they accepted and

joined. Now, they cannot raise any dispute in this respect. The management further states that they all were granted L-6 scale after Circular of 2003 and that they cannot be granted benefit of this Circular retrospectively.

In their rejoinder these workmen have stated that this dispute is maintainable and that the settlement of 1994 was illegal.

The workmen side did not file any oral evidence they filed some photocopy documentary evidence which are Ex.- W/1 to W/7 the management also filed documentary evidence photocopy which are M/1 to M/31. They also filed affidavit of their witness which is uncross examined by workmen side because none appeared for the workmen.

At the stage of argument also the workmen side did not appear. They did not file any written arguments. I have heard argument of Mr. R.C. Shrivastava learned Counsel for management and have gone through the record.

On perusal of record in the light of arguments, following issue comes up for determination :-

1. *Whether, the management was justified in granting L-4 scale for the post of Senior Operator (HEME) which was a post of L-6 scale ?*
2. *Whether the workmen are entitled to get L-6 scale in the light of the Circular of 2003 restoring L-6 scale for Senior Operators ?*

Issue No.-1 :-

Ex. W/3 the vacancy circular dated 05.03.1990 filed by workmen and admitted by management shows that the post of senior operator (HEME) is of L-6 scale. The appointment offers Ex. M/1 to M/12 filed by management and proved by workmen goes to show that they were offered pay scale of L-4 in the offers of appointment. It is not disputed that they joined the post accepting the offer and the terms and conditions mentioned in the offer. The joining reports filed by management and admitted by workmen side Ex. M/20 to M/29 established this fact. Hence, there is substance in the case of management that after accepting the terms and conditions of appointment, the workmen are estopped from disputing it. As regards the legality of settlement of the 1994, since there is no evidence from the side of workmen to suggest that the unions were not authorized to enter into the settlement, the settlement cannot be held against law.

In the light of above discussion, the workmen are held not entitled to L-6 pay scale till Circular of 2003. Issue no.-1 is answered accordingly.

Issue No.-2 :-

On perusal of Circular of 2003, it is nowhere mentioned that it will apply retrospectively. Hence, these workmen are held not entitled to benefit of Circular 2003 retrospectively. Issue no.-2 is answered accordingly.

In the light of above discussion and findings, the reference deserves to be answered against the workman and is answered accordingly. No order as to cost.

DATE:- 21/05/2024

P. K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 जून, 2024

का. आ. 1067.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अल्ट्रा टेक सीमेंट लिमिटेड (यूनिट विक्रम सीमेंट वर्क्स) के प्रबंधतंत्र के संबद्ध नियोजकों और श्री रमेशचंद्र धाकड़, श्री गिरधारी लाल गैरी, श्री पुट्टा नागेश्वर राव, श्री नंदू सिंह शेखावत, श्री समुद्र सिंह राठौर, श्री अनूप सिंह शेखावत, श्री जसवंत सिंह चौहान, श्री रतन दास बैरागी एंड श्री बलवंत सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 06/2023, 07/2023, 08/2023, 09/2023, 10/2023, 11/2023, 12/2023, 13/2023 and 14/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. जेड-16025/04/2024- आईआर(एम)-79]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S. O. 1067.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 06/2023, 07/2023, 08/2023, 09/2023, 10/2023, 11/2023, 12/2023, 13/2023 and 14/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Ultra Tech Cement Limited (Unit Vikram Cement Works)** and **Shri Rameshchandra Dhakad, Shri Girdhari Lal Gary, Shri Putta Nageswara Rao, Shri Nandu Singh Shekhawat, Shri Samudra Singh Rathore, Shri Anoop Singh Shekhawat, Shri Jaswant Singh Chauhan, Shri. Ratan Das Bairagi & Shri Balwant Singh** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. Z-16025/04/2024-IR(M)-79]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

Present: P.K.Srivastava

H.J.S..(Retd)

1. CGIT/LC/RC/06/2023

Shri Rameshchandra Dhakad
S/o. Shri Kishanlal Dhakad
Category-H.E.O. Mines Department
R/o. Dhakad Basti, Kesarpura Kalan, PO:Kesarpura,
Tehsil-Javad, Distt.- Neemuch (MP)

Versus

Factory Manager
Ultra Tech Cement Limited (Unit Vikram Cement
Works) Vikram Nagar, Khor, Tehsil – Javad
Distt.- Neemuch (MP)

2. CGIT/LC/RC/07/2023

Shri Girdhari Lal Gayri
S/o. Late Shri Narayan Gayri, Category-H.E.O.
Mines Department, R/o. Village Borkhedi Talab,
Khor, Tehsil-Javad, Distt.- Neemuch (MP)

Versus

Factory Manager
Ultra Tech Cement Limited (Unit Vikram
Cement Works) Vikram Nagar, Khor,
Tehsil – Javad, Distt.- Neemuch (MP)

3. CGIT/LC/RC/08/2023

Shri Putta Nageshwar Rao S/o. Shri Krishna Rao
Category-H.E.O. Mines Department,
R/o. 6-3-49/1-2, Vidya Nagar, Aamdala-Valosa
Shrikapullam-532185 (AP)

Versus

Factory Manager

Ultra Tech Cement Limited (Unit Vikram
Cement Works) Vikram Nagar, Khor,
Tehsil – Javad, Distt.- Neemuch (MP)

4. CGIT/LC/RC/09/2023

Shri Nandu Singh Shekhawat
S/o. Shri Mahabaks Singh Shekhawat
Category-H.E.O. Mines Department,
R/o. 415, Khadak Singh Wali Dhani, Ward No.-7, Vill.-Jhajar,
Teh.-Navalgarh, Distt.- Jhunjhnu-333304 (Rajasthan)

Versus

Factory Manager
Ultra Tech Cement Limited (Unit Vikram
Cement Works) Vikram Nagar, Khor,
Tehsil – Javad, Distt.- Neemuch (MP)

5. CGIT/LC/RC/10/2023

Shri Samudra Singh Rathore
S/o. Shri Bhopal Singh Rathore
Category-H.E.O. Mines Department, R/o. Ward No.2,
Jyoti Nagar, Behind Circuit House, Rajeev Senior Secondary
School, Ganpat ji ki Chakki, Churu-331001 (Rajasthan)

Versus

Factory Manager
Ultra Tech Cement Limited (Unit Vikram
Cement Works) Vikram Nagar, Khor,
Tehsil – Javad, Distt.- Neemuch (MP)

6. CGIT/LC/RC/11/2023

Shri Anup Singh Shekhawat
S/o. Shri Moti Singh Shekhawat
Category-H.E.O. Mines Department, R/o. Village & Post
Udavas, Tehsil & Distt.- Jhunjhnu-333304 (Rajasthan)

Versus

Factory Manager
Ultra Tech Cement Limited (Unit Vikram
Cement Works) Vikram Nagar, Khor,
Tehsil – Javad, Distt.- Neemuch (MP)

7. CGIT/LC/RC/12/2023

Shri Jaswant Singh Chouhan
S/o. Shri Keshav Singh Chouhan
Category-H.E.O. Mines Department, R/o. Village Juthari,
PO: Javas, Teh.-Kherwara, Distt.-Udaypur-313803 (Rajasthan)

Versus

Factory Manager

Ultra Tech Cement Limited (Unit Vikram
Cement Works) Vikram Nagar, Khor,
Tehsil – Javad, Distt.- Neemuch (MP)

8. CGIT/LC/RC/13/2023

Shri Ratan Das Bairagi S/o. Ladudas Ji
Category-H.E.O. Mines Department,
R/o. C.S. 53, J.K. Colony, Nimbaheda
Rajasthan - 312601

Versus

Factory Manager

Ultra Tech Cement Limited (Unit Vikram
Cement Works) Vikram Nagar, Khor,
Tehsil – Javad, Distt.- Neemuch (MP)

9. CGIT/LC/RC/14/2023

Shri Balwant Singh S/o. Sardar Singh Sounlaki
Category-H.E.O. Mines Department,
R/o. Rajput Colony, Village & Post Ved
Distt.- Dungarpur, Rajasthan - 314001

Versus

Factory Manager

Ultra Tech Cement Limited (Unit Vikram
Cement Works) Vikram Nagar, Khor,
Tehsil – Javad, Distt.- Neemuch (MP)

(J U D G M E N T)

(Passed on this 17th day of May 2024)

Shorn of unnecessary details, the skeletal facts to be taken note of for adjudication of the lis are that petitioners in these cases, challenged the action of management in retiring them after completing 58 years in service whereas they were entitled to continue in service till date attained 60 years of age, as claimed by the petitioners. The relief sought is that they be awarded salary for 2 years treating them in service till they attained 60 years of age. The management came with a case that since these petitioners are engaged in Mines in Cement Industry and are governed by the provisions of the Industrial Disputes Act 1947 as well the Industrial Employment (Standing Orders) Act 1946 and not by the M.P. Industrial Employment (Standing Orders) Act 1961, their date of retirement shall be the date on which they complete 58 years of age as provided in the Industrial Employment (Standing Orders) Act 1946 and not by the M.P. Industrial Employment (Standing Orders) Act 1961.

I have heard argument of learned Counsel for the petitioners Mr. R.B. Tiwari and learned Counsel Mr. Uttam Maheshwari appearing for management. I have gone through the record as well.

Since, the dispute in all these cases is common between the parties, these cases are being disposed by common Judgment.

For the sake of convenience, the relevant Provisions of the Industrial Employment (Standing Orders) Act 1946 and M.P. Industrial Employment (Standing Orders) Act 1961 :-

Industrial Employment (Standing Orders) Act 1946**1. Short title, extent and application.-**

(1) This act may be called the Industrial Employment (Standing Orders) Act, 1946.

(2) It extends to the whole of India.

(3) It applies to every industrial establishment wherein one hundred or more workmen are employed, or were employed on any day of the preceding twelve months: Provided that the appropriate Government may, after giving not less than two months' notice of its intention so to do, by notification in the Official Gazette, apply the provisions of this Act to any industrial establishment employing such number of number of persons less than one hundred as may be specified in the notification

(4) Nothing in this Act shall apply to-

(i) any industry to which the provisions of Chapter VII of the Bombay Industrial Relations Act, 1946, apply; or (ii) any industrial establishment to which the provisions of the Madhya Pradesh Industrial Employment (Standing Orders) Act, 1961 apply :

Provided that notwithstanding anything contained in the Madhya Pradesh Industrial Employment (Standing Orders) Act, 1961, the provisions of this Act shall apply to all industrial establishments under the control of the Central Government .

M.P. Industrial Employment (Standing Orders) Act 1961***Application of the Act. –***

(1) This Act shall apply to-

a) Every undertaking wherein the number of employees on any day during the twelve months preceding or on the day this Act comes into force or on any day thereafter was or is more than twenty; and

b) Such other class or classes of undertaking as the State Government may, from time to time, by notification, specify in this behalf :

Provided that it shall not apply to an undertaking carried on by or under the authority of the Central Government or railway administration or a mine or an oilfield.

(2) Nothing in this Act shall apply to the employees in an undertaking to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Services Regulations or any other rules or regulations that may be notified in this behalf by the State Government in the Official Gazette apply.

The Cement Industry is notified in Schedule-1 of the Industrial Disputes Act 1947 (in short the “Act”) over which this Act applies. Learned Counsel for the petitioners has referred to a Gazette Notification dated 08.12.1977 S.O. No.-826(E) the State Governments have also been made Appropriate Government for the purpose of Section 2 of the Act. This position has been explained by Hon’ble Supreme Court in the case of **Yovan India Cement Employees Union Vs. Management of India Cement reported in 1994 (1) SCC 572** holding that though the State Government and Central Government both shall be Appropriate Government in the light of the aforesaid notification **but in case of Mines and quarries forming part of Cement Industry where Central Government alone has jurisdiction.** This judgment has been relied upon by a Single Bench of Hon’ble High Court of M.P. Jabalpur in W.P. No.- 10143/2014 in its Judgment dated 05.09.2017.

Though the learned Counsel for petitioners have referred to and other Judgment of Hon’ble High Court of M.P. dated 08.06.2021 passed in W.P. No.- 1442/2020 and connected cases wherein it has been held that both the Governments are Appropriate Government and may refer dispute with respect to employees of Cement Industry but this Judgment will not help the petitioners in this case because they claim to be working in the Mines of the management of Cement Factory. Hence, the Appropriate Government for the petitioners shall be the Central Government.

This Tribunal established under the Industrial Disputes Act 1947, is empowered to adjudicate the disputes referred to it or arising under this Act. Likewise, Labour Courts/Industrial Tribunals established under the M.P. Industrial Relations Act 1960 are established and have jurisdiction to adjudicate the disputes referred to them or arising out under M.P. Industrial Relations Act 1960.

Similarly, the Industrial Employment (Standing Orders) Act 1946 is applicable with respect to disputes arising under the Industrial Disputes Act 1947 and the M.P. Industrial Employment (Standing Orders) Act 1961 applies to disputes referred or arising under the M.P. Industrial Relations Act 1960. Relevant provisions have already been referred above.

In the light of this factual scenario, the petitioners cannot claim protection with regard to their retirement age provided in the M.P. Industrial Employment (Standing Orders) Act 1961 at least before this Tribunal.

Another ground taken by management that since these petitioners have retired, this claim and dispute is not covered under Section 2-A of the Act.

Section 2-A is being reproduced as follows :-

2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute.—

(1) *Where any employer discharges, dismisses, retrenches, or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.*

(2) *Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.*

(3) *The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1).*

It is clear that dispute regarding or arising out of discharge, dismissal, retrenchment or otherwise termination of service of workmen is cognizable by this Tribunal and an illegal premature superannuation is a dispute arising out of otherwise termination of services of the workmen. Hence, this argument from the side of management fails.

On the basis of above discussion and findings, holding that the claim raised by the petitioners in these cases on the basis of M.P. Industrial Employment (Standing Orders) Act 1961 not cognizable by this Tribunal, the petitions are held sans merit, liable to be dismissed and are dismissed accordingly. The petitioners are at liberty to seek remedy before proper Forum. No order as to cost.

DATE:- 17/05/2024

P. K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 जून, 2024

का. आ. 1068.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अभिषेक एसोसिएट्स; एयरपोर्ट अथॉरिटी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री कमलेश चौहान के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- **81/2020**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. जेड -16025/04/2024- आईआर(एम)-78]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S. O. 1068.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 81/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Abhishek Associates; Airports Authority of India** and **Shri Kamlesh Chauhan** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. Z-16025/04/2024-IR(M)-78]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/81/2020

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Kamlesh Chouhan,
1046, Hyder Nagar, Hatod,
Dist. Indor (M.P.) – 453111

Workman

Versus

M/s. Abhishek Associates,
Through : Shri Sanjay N. Dubey, Proprietor,
8, Parul Nagar, Shopping Centre,
Near Byuangdev Cross Road, Sola Road, Ghatlodia,
Ahmedabad (Gujarat) – 380061
The Director,
Airport Authority of India,
Devi Ahilya Bai Holkar Airport,
Indore (M.P.) – 452005

Management

A W A R D

(Passed on this 16th day of May-2024.)

As per letter dated 10/12/2020 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(1-48)/2020-IR dt. 10/12/2020. The dispute under reference related to :-

“क्या कर्मकार श्री कमलेश चौहान (जो कि भारतीय विमानपत्तन प्राधिकरण, इन्दौर की स्थापना में पदस्थ था) को मैसर्स अभिषेक एसोसिएट द्वारा औद्योगिक विवाद अधिनियम, 1947 की धारा 25 F की अनुपालना किए बिना, दिनांक: 19/02/2020 को नौकरी से निकाला जाना न्यायोचित है? यदि नहीं, तो उक्त कर्मकार कब से और किन लाभों के साथ नौकरी पर पुनः बहाल किया जाना चाहिए?”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

K.SRIVASTAVA, Presiding Officer

DATE: 16/05/2024P.

नई दिल्ली, 4 जून, 2024

का. आ. 1069.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आनंद माइनिंग कंपनी; आरीडोंगरी आयरन ओरे माइंस मेसर्स गोदावरी पावर एंड इस्पात लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री सुनील कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेंस नं.- 42/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-29012/49/2013- आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S. O. 1069.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 42/2014**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Anand Mining Company; Aridongri Iron Ore Mines M/s Godavari Power & Steel Limited** and **Shri Sunil Kumar** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-29012/49/2013-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/42/2014

Present: P.K.Srivastava

H.J.S..(Retd)

Sh. Sunil Kumar S/o. Ram Lal & 9 Other

At – Lakhan Kirana Stores, 256, Chowk

Shikaribaba Ward No.-5, Dalli-Rajhara,

Distt.-Balod (CG)

Workmen

Versus

The Proprietor/Manager

M/s. Anand Mining Co., Mining Contractor

504, 5th Floor, Dhebar Arcade, Pandari

Raipur (C.G.)

The Mines Owner

Aridongari Iron Ore Mines of

M/s. Godawari Power and Ispat Ltd., Hira

Arcade, Pandari, Raipur (C.G.)

Managements

A W A R D

(Passed on this 24th day of May-2024.)

As per letter dated 20/02/2014 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-29012/49/2013/IR(M-I) dt. 20/02/2014. The dispute under reference related to :-

“Whether the action of the M/s. Anand Mining Co., Raipur in terminating the services of Sh. Sunil Kumar S/o. Ram Lal, Rushuv Ram S/o. Fagu Ram, Jhumuk Soni S/o. Dhanu, Bhawani S/o. Dhuvaram, Gorelal S/o. Latidas, Suresh Neshram S/o. Udai Lal, Brijmohan S/o. Bali Ram, Nakul Kumar S/o. Sonu Ram, Chhotelal S/o. Chandeshwar Singh, Gore Lal S/o. Raman Singh w.e.f. 23.04.2013 is legal and justified ? If not, what relief workmen are entitled ?”

After registering the case on the basis of the reference received, Notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

The case of the workmen, in short is that they were appointed by M/s. Anand Mining Company who were contractors and were deputed to work with M/s. Godawari Powers and Ispat Limited. They worked continuously till 21.04.2013 and were dismissed from service without notice or compensation on the ground that they were indulging with some other associations who were from outside. According to the workmen, their termination is against Section 25-G & 25-H of the Industrial Disputes Act 1947 (in short the ‘Act’). They have prayed for their reinstatement with all back wages and benefits holding their termination against law.

The management of M/s. Anand Mining appeared and filed written statement in the case. **The case of the management**, inter alia, is that they were given contract by the Godawari Power for work allotted to them in the Mines in Contract Labour (R&A) Act 1970 on the basis of a tender for the period 01.01.2012 to 30.10.2015. They had employed these workmen who worked with them and were terminated from services when their conduct was found not proper. The contract terminated on 30.10.2015 and now given to some other contractors.

In evidence the workmen side has filed affidavits of Suresh Neshram, Brijmohan, Sunil Kumar and Nakul Devangan as their examination in chief out of which Brijmohan, Sunil Kumar and Nakul Devangan have been cross examined by management no.-1 M/s. Anand Mining. The workmen side has further filed photocopy documents relating to their appointment with M/s. Anand Mining, their salary slips and PF deduction papers as well order of termination, admitted by the management. The management side has also filed The memorandum of agreement between the contractor M/s. Anand Mining and M/s. Godawari Power, the Principal Employer. They have further filed letter issued by management of M/s. Godawari Power intimating termination of the contract on 31.10.2015. They have further filed copies of termination order and affidavit of the Director of M/s. Anand Mining Company Manakchand Jain who has been cross examined by the workman side. The management of Godawari Power did file their written statement of defense but did not file any evidence.

I have heard argument of learned Counsel Mr. Dilip Ingle for workmen, Mr. R.N. Kesharwani for M/s. Anand Mining & representative of M/s. Godawari Power. I have gone through the record as well.

On perusal of record in the light of rival arguments the following issues arise for determination:-

- 1) Whether the action of the management in terminating the services of the workmen is justified ?
- 2) To what relief he is entitled ?

Issue No.-1 :-

The fact that, the workmen were employees of the contractor M/s. Anand Mining who was given contract by the Principal Employer M/s. Godawari Power which started from 01.01.2012 and terminated on 30.10.2015 is not disputed between the parties. The witnesses have also stated this fact in their statements which is corroborated by the admitted documents regarding appointment, wage payment and other related documents of the workmen. The fact that the contract started from 01.01.2012 and terminated on 30.10.2015 is established by the statement of the Director witness and the work agreement as well the contract termination notice filed by the contractor and admitted by the workmen side. The management of M/s. Anand Mining, the contractor has not disputed the claim of these workmen that they continuously worked for more than 240 days in every year, which is further corroborated by the statements of the workmen referred to above.

Section 25-F & 25-G of the Act are being referred to as follows:-

“25F. Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

25G. Procedure for retrenchment.—Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.”

The Director as a witness has admitted that no notice or compensation was given to these workmen at the time of their termination. Hence, the termination of services of these workmen is held against law. Issue no.-1 is answered accordingly.

Issue No.-2 :-

On the basis of finding on issue no.-1, when the termination of services of the workmen has been held against law, the question is to what relief they are entitled.

Undisputed is the fact that the contract terminated on 30.10.2015 and was awarded to other contractor. Hence, reinstatement of these workmen will not be legally sustainable.

One more thing required to be noticed here is that though the reference contains the names of 10 workmen, only five of them i.e. Sunil Kumar, Nakul Namdeo, Gore Lal, Brijmohan & Suresh Neshram signed the statement of claim and its verification clause. The remaining 5 workmen never appeared and never pursued the case. It is in the statement of the Director of the M/s. Anand Mining that the remaining workmen are still working at the sight of M/s. Godawari Power as employees of other contractor. Hence, only those workmen who filed the statement of claim and pursued the case will be entitled to any relief. In the given facts and circumstances of the case in hand, considering all the relevant factors, a lump sum compensation of Rs. 50,000/- to each of the 5 workmen will meet the ends of justice in my view to which these workmen are held entitled. Issue no.-2 is answered accordingly.

In the light of above findings, following Award is passed.

AWARD

Holding the action of M/s. Anand Mining Company in terminating the services of the workmen Sunil Kumar, Nakul Namdeo, Gore Lal, Brijmohan & Suresh Neshram unjustified in law, they are held entitled to a lump sum compensation of Rs. 50,000/- each payable to them within 30 days from the date of publication of Award in official Gazette, failing which interest @ of 8% from the date of Award till payment.

DATE: 24/05/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 जून, 2024

का. आ. 1070.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री इंद्रजीत सतनामी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 32/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-17012/14/2012- आईआर(एम)]

दिलीप कुमार, अवसर सचिव

New Delhi, the 4th June, 2024

S. O. 1070.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 32/2014**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Shri Indrajit Satnami** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-17012/14/2012-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/32/2014

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Indrajeet Satnami,

S/o Shri Dadan Prasad Satnami,

R/o Amirati Post Devra Via Birsighpur,

Dist. Satna (M.P.)

Workman

Versus

Sr. Divisional Manager,

Life Insurance Corporation of India,

Krishna Complex, Krishna Nagar,

Dist. Satna, (M.P.)

Management

A W A R D

(Passed on this 16th day of May-2024.)

As per letter dated 06/05/2014 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number L-17012/14/2012-IR(M) dt. 06/05/2014. The dispute under reference related to :-

“Whether the action of the Management of Sr. Divisional Manager, Life Insurance Corporation of India, Satna in terminating the services of Shri Indrajeet Satnami, Ex-Choukidar w.e.f. March 2011 is legal and justified? What relief the workman is entitled to?”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Both the parties submitted their respective written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

DATE: 16/05/2024

P. K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 जून, 2024

का. आ. 1071.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गार्डन रीच शिप बिल्डरस एंड इंजीनीर्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स नं.- 09/2002) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.05.2024 को प्राप्त हुआ था।

[सं. एल-32011/5/99- आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2024

S. O. 1071.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 09/2002**) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Garden Reach Shipbuilders & Engineers Ltd.** and **Their workmen** which was received along with soft copy of the award by the Central Government on 31.05.2024.

[No. L-32011/5/99-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE
GOVERNMENT INDUSTRIAL TRIBUNAL
AT KOLKATA

Reference No.09 of 2002

Present : Justice K.D. Bhutia, Presiding Officer.

Parties : Employers in relation to the management of Garden Reach Ship Builders & Engineers Ltd.

And

Their Workman Sri Baijnath Singh

Appearance :

On behalf of the Management : Advocate Mr. Ranjay De

On behalf of the Workman : Advocate Mr. Madhusudan Dutta.

Date: 30th May, 2024

A W A R D

By order No. L-32011/5/99 –IR (M) dated 27-02-2002, the Central Government, Ministry of Labour in exercise of power conferred u/s 10 (1) (d) and (2A) of Industrial Dispute Act, 1947 has referred the following disputes to this Tribunal for adjudication:-

“Whether the action of the management of Garden Reach Ship Builders & Engineers Ltd. in dismissing Sri Baijnath Singh from service w.e.f. 30-06-1994 is legal and justified? If not, to what relief the workman is entitled?”

The brief facts necessary for adjudication of the present reference on the issue whether the management is justified in dismissing the workman Shri Baijnath Singh are that Shri Baijnath Singh was employed in the above company as a Pipe fitter and later he was assigned the job of multi trade. As per charge sheet, that on 4th March, 1993 immediate after recording attendance, the workman left his place of work and engaged in inciting the other workmen at various points of the main yard i.e. in front of Medical Department in connection with the death of Naren Manna at his residence on 03-03-1993.

That the workman along with other co-workmen unlawfully assembled in front of Gate No. 1 hearing the news of arrival of dead body of Naren Manna. That he and other workmen insisted the dead body should be brought inside the premises of the company and which was prevented by the security staff on duty. The workman along with his co-workmen manhandled, abused and threatened security staff. They over powered the security staff on duty and forcibly broke open the gate and brought the dead body inside and placed in front of GM's personal office causing total dislocation of work.

Workman was immediately placed under suspension vide order dated 05-03-1993, for his grave misconduct in violation of clause 10, 11, 14, 19, 20, 24 and 29 of certified standing order. Accordingly, he was charge sheeted on 06-03-1993 on the following charges:-

- Clause 10 – riotous disorderly or indecent behaviour threatening, intimidating, interfering with the work of other employees, assault or threat of assault, either provoked or otherwise.
- Clause- 11 – Commission of any act subversive of good behaviour or of the discipline of the company.
- Clause-14 - Wilful or irresponsible action resulting in damage to any goods or property of the company.
- Clause-19- Conduct within the factory which is likely to endanger the life or safety of any person.

- Clause- 20 - Refusal to accept order or other communication on served either in accordance with the Standing Order.
- Clause- 24 - Conduct prejudicial to the interest or reputation of the company.
- Clause- 29 - Instigation, incitement, abatement or furtherance of the foregoing misdemeanours shall be punishable as a major misdemeanour.

Enquiry was conducted on the above charges and at the conclusion of the enquiry, report was submitted to the disciplinary authority, who concurred with the finding of the enquiry authority and considering the seriousness and gravity of the misconduct of Sri Baijnath Singh, dismissed him from service. Accordingly a letter of dismissal was served upon him on 30th June, 1994. An industrial dispute was raised at the behest of the workman by GRSE Ltd. Worker's Union and the present dispute has been referred by the Government of India to this Tribunal.

The workman concerned has challenged the validity of the enquiry on the ground that the charge sheeting authority had no authority to issue charge sheet. Relevant documents were not supplied to him to prepare his proper defense of the case. No copy of alleged report was supplied to him before initiation of domestic enquiry and despite appeal the workman was not allowed to take help of a legal assistance in domestic enquiry. Neither documentary nor oral evidence adduced by the management could prove the alleged charges brought against the workman. Evidence of company's witnesses also suffered from serious inconsistency and infirmities. The findings of enquiry authority were not reasoned and was glaring instance of perversity.

However, by passing a preliminary order dated 24.02.2024, this Tribunal held domestic enquiry conducted by the Management against the workman on the charges of misconduct mentioned above to be legal, valid, proper and in consonance with the principle of natural justice. However, in view of section 11A of the I.D.Act, 1947 fixed the matter for consideration whether the Management is justified in dismissing workman Baijnath Singh from service.

Ld. Counsel for the workman filed his written notes of argument and referred to the following decisions in support of his argument:-

1. Mavji C. Lakum –vs Central Bank of India, 2008-III-LLJ-I (SC).
2. The workmen of M/s. Fire Stone Tyre & Rubber & Co. India Pvt. Ltd. & Ors. –vs- Manik Basudeb & Ors. 1973 (I) LLJ 278.
3. Hindustan Tin Works Ltd. –vs- Its employees, 1978 (II) LLJ SC 474.
4. Bank of India vs Central Govt. Industrial Tribunal & Ors., 2010-IV-LLJ 337 (Cal).
5. K.C.P. Employees Association, Madras –vs- Management of KCP Ltd., 1978 (I) LLJ SC 322.
6. Grindlays Bank Ltd. –vs- Central Industrial Tribunal & Ors., 1981 (1) LLJ 327.

The management to justify the punishment of dismissal of service imposed on the concerned workman to be just and proper submitted its written notes of argument. The Ld. Counsel in support of its written notes of argument referred to the following decisions:-

1. South India Cashew Factories Workers' Union –vs – Kerala State Cashew Development Corpn. Ltd. (2006) 5 SDCC 201.
2. Tata Engineering & Locomotive Co. Ltd. (2006) 12 SCC 554.
3. Maharashtra State Road Transport Corpn. –vs- Dilip Uttam Jayabhay (2022) 2 SCC 696.
4. A.P. State Road Transport Corpn.. –v-s Raghuda Siva Sankar Prasad (2007) 1 SCC 222.
5. CMC Hospital Employees Union & Anrs –vs- CMC Association & Ors and State of Tamil Nadu –vs- CMC & Ors. (1987) 4 SCC 691.
6. Hombe Gowda Educational Trust & Anrs. –vs- State of Karnataka & Ors. (2006) 1 SCC 430.
7. West Bokaro Colliery (Tisco Ltd.) –vs- Ram Pravesh Singh (2008) 3 SCC 729.
8. K.T. Varghese & Ors. –vs- State of Kerala & Ors. (2008) 3 SCC 735.
9. Davalsab Husainsab Mulla –vs- North West Karnataka Road Transport Corpn., (2013) 10 SCC 185.
10. Adinath –vs- Chief General Manager, State Bank of India [2012(5) Mh. L.J.
11. Muriadih Colliery of Bharat Coking Coal Ltd. –vs- Bihar Colliery Kamgar Union (2005) 3 SCC 331.d
12. Gujarat State Road Transport Corpn –vs- Dawoodbhai I. Ghanchi (2011) SCC OnLine Guj 7635 and
13. Management of Regional Chief Engineer, Public Health and Engineering Deptt., Ranchi –vs- Their Workmen (2019) 18 SCC 814.

Ld. Counsel for the workman submitted that in view of decision of Hon'ble Supreme Court in *M/s. Fire Stone Tyre & Rubber & Co. India Pvt. Ltd. and Mavji C. Lakum (supra)*, even if the domestic enquiry is found to be fair and proper still the Tribunal can set aside or modify the punishment imposed by the management if the evidence prove the punishment imposed is disproportionate to the alleged misconduct. He further submitted the Tribunal is at liberty to consider not only whether the findings of misconduct recorded by an employer is correct, but also differ from the said findings if a proper case is made out and finally decide the matter, if the alleged misconduct is not established by the evidence.

Ld. Counsel for the workman submitted the evidence given by the alleged victim the Guard Yogia Oraon does not prove that he being assaulted by the present workman Sri Baijnath Singh. The alleged victim has stated that he was physically assaulted by Sri Basudeb Das and Md. Daud.

He further submitted that Sri R. N. Dasgupta, Manager- Engineering and In-charge of the Department where the concerned workman was posted at the relevant time in his evidence stated that he never received any kind of complaint against Sri Baijnath Singh and Sri Baijnath Singh had no past record of misconduct. That Sri Baijnath Singh was an obedient and dutiful workman.

He has also stated the evidence of Sri Nurul Haque, a security personnel, prove that the vehicle in which dead body of Manna was brought had permission from the management to enter inside the factory premises and therefore the question of breaking open the gate by the workmen by assaulting or abusing the security personnel does not arise and allegation brought against the workman is false.

He further submits the evidence of the defence witness produced by the workmen during domestic enquiry prove that concerned workman was not present at the place of occurrence rather he was very much present at the place of his work at the time of alleged incident. Thus workman has been falsely implicated.

Thus, he submits the above evidence given by both side witnesses during domestic enquiry prove that allegation of assault upon security personnel by the concerned workman having no past blemished record and who was not present at the place of occurrence during the entire period of alleged incident to be false. Consequently, the allegation against the concerned workman for inciting or instigating other workmen to form unlawful assembly to bring dead body of Naren Manna inside the factory premises or assaulting security personnel who put resistance or forcibly breaking open the Gate no.1 and dislocating the work inside the factory prove to be false.

Here, I like to put a question to myself why the management would falsely implicate this workman especially in an incident of assault and man-handling of security personnel at Gate no.1 on 04-03-1993 leaving aside other hundreds of workmen working in the establishment of the management if he was not present at the place of occurrence. In fact, in the claim statement, the union has specifically mentioned the concerned workman to be a union leader and vocal against the management. So, one cannot expect a union leader to keep himself away from the agitation of workmen/union in the factory premises and that too during the hour when he was very much present in the factory premises.

On the other hand Ld. Counsel for the management submitted since the Tribunal has held the enquiry to be valid, then it should not interfere with the order of punishment imposed by the management in the absence of allegation of unfair labour practice and victimisation.

He further submitted that the Tribunal cannot substitute its subjective opinion in place what has been arrived at by the domestic Tribunal while considering the quantum of punishment.

However, he candidly submitted that after the introduction of clause 11A in the I.D. Act, 1947 the discretionary power has been conferred upon the forums created under the Act to interfere with the quantum of punishment imposed by the management in an appropriate case. The power under Section 11A of the Act, has to be exercised judicially and the Industrial Tribunal or the Labour Court is expected to interfere with the decision of management u/s 11A of the Act only when it is satisfied that the punishment passed by the management is highly disproportionate to the degree of guilt of the workman concerned.

He has further submitted while considering the quantum of punishment if two views are possible then Tribunal should be very slow in coming to a conclusion different from the management. That while re-appraising evidence of the domestic enquiry u/s 11A Tribunal should not act as an Appellate Court but as a Revisional Court. In exercising the discretionary power u/s 11A the Tribunal should be very cautious and careful. That severance of employer employee relationship as a punishment may put an employee concerned into great hardship but at the same time it has to be considered that discipline is required to be maintained in the organisation.

He has submitted that the concerned workman has been charge sheeted for involving in rioting, assaulting the security officer and another person and for committing act subversive of good behaviour or of the discipline of the company. If such workman is allowed to work in the establishment then the other workmen would be encouraged in

indulging in similar activities in the establishment of the employer and there will be regular law and order problem in the establishment of the company. Thus, he submits that order of dismissal of the workman may be confirmed.

On such submission of Ld. Counsel for the management, Ld. Counsel for the workman submitted that punishment of dismissal from service imposed by the management is shockingly disproportionate to the charges that have been brought against the concerned workman as the management has failed to prove physical assault by concerned workman supported by medical papers of the victim. He in support referred to Marji C Lokum –vs- Central Bank of India (supra) where Hon'ble Supreme Court has been pleased to observe that "even if the enquiry is found to be fair, that would only a finding certifying that all possible opportunities were given to the delinquent and principle of natural justice and fair play was observed, that does not mean that the findings arrived at were essentially the correct findings. If the Industrial Tribunal comes to the conclusion that findings could not be supported on the basis of the evidence given or further comes to the conclusion that the punishment given is shockingly disproportionate. The Industrial Tribunal still be justified in re-appreciating the evidence and/or interfering with the quantum of punishment".

He submitted that the victim security guard Yogia Oraon, nowhere in his evidence alleged being assaulted by the concerned workman, rather he has mentioned the name of Sri Santi Kumar Das and Md. Daud. So, no evidence is there to prove that Sri Baijnath Singh assaulted him or torn his uniform. The participation in an agitation is not a grave misconduct to dismiss a workman and which is equal to capital punishment, which has not only affected the workman for becoming unemployed but his family members too had suffered due to the order of dismissal. Thus, he has alleged the management without application of mind and arbitrarily dismissed the concerned workman from the service.

It is settled law the nature of evidence required in departmental enquiry is "Preponderance of probability" and not beyond all reasonable doubt as required in criminal trial. Preponderance of probability suggest evidence in favour of the party in whose there is preponderance of proof although evidence may not be entirely free from doubt. The evidence given by the victims before the Enquiry Officer prima facie prove not only the presence of the concerned workman in the group of agitating employees but he taking active part in instigating other employees to assemble in front of Gate no.1 to bring the dead body of Naren Manna unauthorisedly inside the factory premises. It is also seen that when security personnel tried to disperse the crowd assembling in front of the Gate they were man-handled by the agitating crowd of the workmen led by this workman.

That Ld. Counsel for workman tried to impress the Court by submitting that management witnesses in their evidence recorded during domestic enquiry stated that management had already given permission to the union to bring the dead body of Naren Manna inside the factory premises and as such there was no question of raising any agitation. If the union was given permission or permit of two vehicles to bring the dead body inside the factory premises then question arise why there was need of breaking open the Gate no.1 by agitating workmen and that too by over powering and assaulting few number of security personnel posted at the Gate.

Section 11A of the Act was incorporated w.e.f. 15th December, 1971 to enable a workman aggrieved by termination of his service to appeal against the termination to a neutral body such as arbitrator, a court or an arbitration committee or a similar body and that neutral body concerned should be empowered to examine the reasons given in termination of employment.

The Hon'ble Supreme Court in CMC Employees Union & Anrs. –vs- CMC Vellore Association & Anr. (supra) has observed :-

".. Section 11A which has been introduced since then into the Act which confers the power on the Industrial Tribunal or the Labour Court to substitute a lesser punishment in lieu of the order of discharge or dismissal passed by the management again cannot be considered as conferring an arbitrary power on the Industrial Tribunal or the Labour Court. The power under section 11-A of the Act to be exercised judicially and the Industrial Tribunal or the Labour Court is expected to interfere with the decision of management under section 11A of the Act only when it is satisfied that the punishment imposed by the management is highly disproportionate to the degree of guilt of the workman concerned. The Industrial Tribunal or the Labour Court has to give reasons for its decision....."

It has come on record that the concerned workman has left his duty and formed an unlawful assembly near the gate no. 1 of the establishment of the company. The Sr. Security Officer was prevented from discharging his duty by obstructing him by showering abuses in filthy language and even attempt was made to assault him. That Mr. Das who had come to the rescue of Mr. Bhattacharya, Sr. Security Officer from the attack of a mob led by the present workman was showered with blows. That Mr. Das had suffered blow on his person and due to which he lost balance of his body and had also suffered vertigo. That security guard Sri Oraon was physically assaulted and his uniform was also torn. It has also come on record the concerned workman indulged in inciting other workmen to agitate against the management for the death of one of the workmen and formed unlawful assembly to bring the dead body forcibly inside the main unit of the factory and to protest before the office the General Manager (Personnel) disrupting the peace and tranquillity of the establishment of the company and also causing disruption in the running of the factory. While doing so he and other workmen were indulged in manhandling the security personnel on duty at Gate No. 1 and

over powered those security personnel and managed to bring the dead body inside the factory and caused total dislocation of work.

The Hon'ble Supreme Court in Muriadih Colliery of Bharat Coking Coal Ltd. –vs- Bihar Colliery Kamgar Union through Workmen (supra) has been pleased to hold an act of physical violence as an act of grave misconduct and which call for stringent punishment.

Therefore, this Tribunal is of view the act of indulgence in physical assault upon security personnel or over powering security personnel by a mass crowd of employees is an act of grave misconduct and such act may put the safety and security of the factory in stake and also the discipline of the establishment in stake. If no stringent action is taken against such activities of the employees working in the factory then other employees will be encouraged in indulging in grave misconduct in violation of standing orders.

In view of the above it is clear that there is no scope of enquiry by Industrial Tribunal into the merit of the case. Once a departmental enquiry is held to be legal, valid and proper by this Tribunal, the only scope left of the Tribunal is to examine and re-appraise the action of the management on the point of punishment. It is clear the act of assault and riot seriously affect industrial environment. Such act should not be taken lightly and punishment awarded by the management should not be interfered with.

In the circumstances action of the management of Garden Reach Ship Builders & Engineering Ltd. in dismissing Sri Baijnath Singh, a Pipe Fitter from the service w.e.f. 30-06-1994 is held to be legal and justified. The workman is not entitled to any relief.

Accordingly, Reference Case No. 09 of 2002 is disposed of with the finding the action of management of Garden Reach Ship Builders & Engineering Ltd. in dismissing Sri Baijnath Singh from service w.e.f. 30-06-1994 is found to be legal and justified and award to that effect is passed.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 4 जून, 2024

का. आ. 1072.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पश्चिमी रेलवे** के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **अहमदाबाद** के पंचाट (03/2020) प्रकाशित करती है।

[सं. एल-41011/39/2019- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 4th June, 2024

S. O. 1072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/39/2019- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....
Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 03 / 2020

The Works Manager,
Signal Factory, Western Railway,

Sabarmati, D Cabin,

Ahmedabad (Gujarat) - 380019

.....First Party

V/s

The Jt. Secretary,

Indian Railway Labour Federation,

28/B, Narayan Park,

B/h. Chandkheda Railway Station, Sabarmati,

Ahmedabad (Gujarat) - 380005

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/39/2019-IR (B-I) dated 10.01.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Jt. Secretary, Indian Railway Labour Federation, Ahmedabad against the management of Signal Factory, Western Railways, Ahmedabad, to grant promotion, as per seniority list, to Shri Ramkishan C is legal, fair & justified? If yes, then what relief Shri Ramkishan C is entitled to and what other directions, if any, are necessary in this matter?”

1. The reference was received in this Tribunal on 20th January, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer(I/c)

नई दिल्ली, 5 जून, 2024

का. आ. 1073.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पश्चिमी रेलवे** के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **अहमदाबाद** के पंचाट (11/2020) प्रकाशित करती है।

[सं. एल-41011/13/2020- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th June, 2024

S. O. 1073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.11/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No . L-41011/13/2020- IR(B.I)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present....

Radha Mohan Chaturvedi,
 Presiding Officer (I/c),
 CGIT-cum-Labour Court,
 Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 11 / 2020

The Divisional Railway Manager,
 Western Railway, Bhavnagarpara,
 Bhavnagar(Gujarat)- 364003

.....First Party

V/s

The General Secretary,
 Indian Railway Labour Federation,
 28/B, Narayan Park, B/H Chandkheda Railway Station
 Sabarmati, Ahmedabad (Gujarat)- 380005

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/13/2020-IR (B-I) dated 26.06.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the General Secretary, Indian General Labour Federation, Ahmedabad to grant Family Pension to Smt. Gitaben Nanji, Divorced daughter of Late Shri Nanji Nagji from the Railway Administration, Western Railway, Bhavnagar is legal, fair & justified? If yes, then what relief the workmen, Smt. Gitaben Nanji, Divorced daughter of Late Shri Nanji Nagji is entitled to and what other directions, if any, are necessary in this matter?”

1. The reference was received in this Tribunal on 04th August, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 5 जून, 2024

का. आ. 1074.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पश्चिमी रेलवे** के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **अहमदाबाद** के पंचाट (12/2020) प्रकाशित करती है।

[सं. एल-41011/15/2020- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th June, 2024

S. O. 1074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.12/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/15/2020- IR(B-I)]

SALONI, Dy. Directo

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 12 / 2020

1. The Divisional Railway Manager,
Western Railway, Vadodara Division,
Pratap Nagar,
(Gujarat)- 390004
2. The Sr. Section Engineer (P.Way),
Western Railway,
Anand(Gujarat)- 388001

.....First Parties

V/s

The Divisional Secretary,
Western Railway Track Maintainer Association,
Office at Shivam Residency, 94-B, NH 8,
Tarsali Bypass,
Vadodara (Gujarat)- 390009

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the

below mentioned dispute vide reference adjudication Order No. L-41011/15/2020-IR (B-I) dated 26.06.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the Sr. Section Engineer (P.Way), Western Railway, Anand is not paying the Overtime allowances, stoppage of increment for two years and non-grant of grade pay to the employee concerned working at Railway Gate No. 249 is legal, just and proper? If not, to what relief, the employee working at Railway Gate No. 249, is entitled to ?”

1. The reference was received in this Tribunal on 04th August, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 5 जून, 2024

का. आ. 1075.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (13/2020) प्रकाशित करती है।

[सं. एल-41011/14/2020- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th June, 2024

S. O. 1075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.13/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/14/2020- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 13 / 2020

1. The Assistant Divisional Material Manager,
Western Railway, Divisional Office,

Near Chamunda Mata Mandir, Opp. GCS Hospital,
Post- Saijpur Bobha,
Ahmedabad (Gujarat) - 382345

2. The Manager,

M/s. Dynamic Enterprises, 65, Globus Township,
Near Indralok Nagar,
Ratlam(MP)- 457001

.....First Parties

V/s

The Zonal Secretary,

Indian General Labour Federation, Western Office,

28/B, Narayan Park, b/h Chandkheda Railway Station,

Sabarmati, Ahmedabad(Gujarat)- 380005

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/14/2020-IR (B-I) dated 08.07.2020 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Union viz., Indian General Labour Federation, Ahmedabad for the payment of minimum wages, Overtime allowance for extra work, Provident fund, ESIC, medical allowances to contract employees working through contractor, M/s. Dynamic Enterprises, Ratlam in the establishment of Divisional Materials Manager, Western Railway, Divisional office, Ahmedabad is legal, just and proper? If so, to what relief, the contract employees working through contractor, M/s. Dynamic Enterprises, Ratlam in the establishment of Divisional Materials Manager, Western Railway, Divisional office, Ahmedabad, is entitled to ?”

1. The reference was received in this Tribunal on 04th August, 2020. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 5 जून, 2024

का. आ. 1076.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पश्चिमी रेलवे** के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **अहमदाबाद** के पंचाट (02/2021) प्रकाशित करती है।

[सं. एल-41011/02/2021- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th June, 2024

S. O. 1076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.02/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[N.o L-41011/02/2021- IR(B.I)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 15th May, 2024**Reference (CGITA) No. - 02 / 2021**

1. The Divisional Railway Manager,

Western Railway, Asarwa,

Ahmedabad (Gujarat) – 380016

2. The Sr. Coach Depo Officer,

Western Railway, Kankaria,

Ahmedabad (Gujarat)- 380008

.....First Parties

V/s

The General Secretary,

Akhil Bharatiya Karmachari Mahasangh,

28-B, Narayan Park, B/H Chandkheda Railway Station,

Sabarmati, Ahmedabad (Gujarat) - 382470

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/02/2021-IR (B-I) dated 15.02.2021 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of Akhil Bhartiya Karmachari Mahasangh, Ahmedabad for reinstatement in service with all consequential benefits to Shri Narsingh Balu, Elect Fitter Gr.- I, Kankaria Coaching Depot., Ahmedabad by the Railway Administration, is fair, legal and justified? If so, as to what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 25th February, 2021. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 5 जून, 2024

का. आ. 1077.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पश्चिमी रेलवे** के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **अहमदाबाद** के पंचाट (03/2021) प्रकाशित करती है।

[सं. एल-41011/03/2021- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th June, 2024

S. O. 1077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/03/2021- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....
Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 15th May, 2024

Reference (CGITA) No. - 03 / 2021

1. The Sr. Divisional Engineer (CO) ,
Western Railway, Asarwa,
Ahmedabad (Gujarat) – 380016
2. The Chief Principal Engineer,
Western Railway, Churchagate,
Mumbai- 400020

V/s

.....First Parties

The Zonal Secretary,
Indian Railway Labour Federation,
28-B, Narayan Park, B/H Chandkheda Railway Station,
Sabarmati,Ahmedabad (Gujarat) - 382470

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/03/2021-IR (B-I) dated 15.02.2021 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of Indian Railway Labour Federation for harassment and threatening of transfer in respect of Shri Durgpal Singh Protected worker of union by Railway Administration, is fair, legal & justified? If so, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 25th February, 2021. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 5 जून, 2024

का. आ. 1078.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, उष्णकटिबंधीय वन अनुसंधान संस्थान, जबलपुर (म.प्र.); मेसर्स आर्यन सिक्यूरिटी सर्विस, श्रीमती मनोरमा सिंह, प्रोपराइटर, भोपाल (म.प्र.), प्रबंधन के संबद्ध नियोजकों और श्री प्रदीप सोनी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/50/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.06.2024 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-103-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 5th June, 2024

S. O. 1078.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/50/2021) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Tropical Forest Research Institute, Jabalpur (M.P) ; M/s Aryan Security Service, Smt. Manorma Singh, Proprietor, Bhopal (M.P), and Shri Pradip Soni, Worker**, which was received along with soft copy of the award by the Central Government on 05.06.2024.

[No. L-42025-07-2024-103-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/50/2021

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Pradip Soni,
R/o Gauraiya Ghat,
Mandla Road,
Jabalpur (M.P.) - 482021

Workman

Versus

The Director,
Tropical Forest Research Institute,
PO- R.F.R.C. Mandla Road,
Jabalpur (M.P.) – 482021
M/s Aryan Security Service,
Rep. by Smt. Manorma Singh, Proprietor,
SO- 02, 2nd Floor, Windsor Plaza, Plot No. 47,
Sector-A, Banjari Housing Co-op-society,
In front of Bank of Baroda, Kolar Road,
Bhopal (M.P.) - 462042

Management

A W A R D

(Passed on this 27th day of May-2024.)

As per letter dated 05/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(4-2)/2021-IR dt. 05/10/2021. The dispute under reference related to :-

“ Whether the action of the management of T.F.R.I., Jabalpur of termination the services of Shri Pradip Soni, Contract Labour engaged through M/s Aryan Security Service is legal and justified? If not, what relief the contract labour is entitled to? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

I have heard the argument of Management Counsel Adv. Manoj Singh and perused record. The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

DATE: 27/05/2024

नई दिल्ली, 5 जून, 2024

का. आ. 1079.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, उष्णकटिबंधीय वन अनुसंधान संस्थान, जबलपुर (म.प्र.); मेसर्स आर्यन सिक्यूरिटी सर्विस, श्रीमती मनोरमा सिंह, प्रोपराइटर, भोपाल (म.प्र.), प्रबंधन के संबद्ध नियोजकों और श्री गंगा राम, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/52/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.06.2024 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-104-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 5th June, 2024

S. O. 1079.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/52/2021) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Tropical Forest Research Institute, Jabalpur (M.P) ; M/s Aryan Security Service, Smt. Manorma Singh, Proprietor, Bhopal (M.P), and Shri Ganga Ram, Worker**, which was received along with soft copy of the award by the Central Government on 05.06.2024.

[No. L-42025-07-2024-104-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/52/2021

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Ganga Ram,
R/o. Pipariya Khurd, Bilhari,
Mandla Road, Nearby Delhi Public School,
Jabalpur (M.P.) - 482021

Workman

Versus

The Director,
Tropical Forest Research Institute,
PO- R.F.R.C. Mandla Road,
Jabalpur (M.P) – 482021
M/s Aryan Security Service,
Rep. by Smt. Manorma Singh, Proprietor,
SO- 02, 2nd Floor, Windsor Plaza, Plot No. 47,
Sector-A, Banjari Housing Co-op-society,
In front of Bank of Baroda, Kolar Road,
Bhopal (M.P) - 462042

Management

A W A R D

(Passed on this 27th day of May-2024.)

As per letter dated 06/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(4-3)/2021-IR dt. 06/10/2021. The dispute under reference related to :-

“ Whether the action of the management of T.F.R.I., Jabalpur of termination the services of Shri Pradip Soni, Contract Labour engaged through M/s Aryan Security Service is legal and justified? If not, what relief the contract labour is entitled to? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

I have heard the argument of Management Counsel Adv. Manoj Singh and perused record. The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 जून, 2024

का. आ. 1080.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधक, निदेशक, मेसर्स स्काईलार्क इंफ्रा इंजीनियरिंग प्राइवेट लिमिटेड, गुरुग्राम, हरियाणा; परियोजना प्रबंधक, मेसर्स दुर्ग शिवनाथ एक्सप्रेसवे प्राइवेट लिमिटेड, दुर्ग, छत्तीसगढ़, प्रबंधन के संबद्ध नियोजकों और सचिव, ठेका मजदूर संघ, आकाशगंगा, रैनबसेरा, सुपेला, भिलाई, दुर्ग (छ.ग.), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/82/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.06.2024 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-105-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 5th June, 2024

S. O. 1080.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/82/2021) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Managing Director, M/s. Skylark Infra Engineering Pvt. Ltd. Gurugaon, Haryana ; The Project Manager, M/s Durg Shivnath Expressway Pvt. Ltd., Durg, Chhattisgarh , and The General Secretary, Theka Mazdoor Sangh, At Akashganga, Rainbasera, Supela, Bhilai, Dist. Durg (C.G.)**, which was received along with soft copy of the award by the Central Government on 05.06.2024.

[No. L-42025-07-2024-105-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/82/2021

Present: P.K.Srivastava

H.J.S..(Retd)

The General Secretary,

Theka Mazdoor Sangh, At Akashganga, Rainbasera,

Supela, Bhilai, Dist. Durg (C.G.)

490023

Workman

Versus

The Managing Director,

M/s. Skylark Infra Engineering Pvt. Ltd. 4th floor,

Plot No. 814, Udyog Vihar, Phase-V, Gurugaon,

Haryana – 110038

The Project Manager,

M/s Durg Shivnath Expressway Pvt. Ltd.

At Durg Bypass NH- 53, Toll Plaza, Near Dhamdha Nak,
Durg, Chhattisgarh - 490020

Management

A W A R D

(Passed on this 22nd day of May-2024.)

As per letter dated 07/12/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number L-42011/163/2021 (IR(DU)) dt. 07/12/2021. The dispute under reference related to :-

“ Whether action on M/s. Skylark Infra Engineering Pvt. Ltd. Under Durg Shivan Expressways Pvt. Ltd. (the Concessionaire & Principal contractor of National Highway Authority of India) to transfer Sh. Mohan Kushwaha from Durg bypass NH-53, Toll plaza, near Dhamdha Naka, Durg, Chhattisgarh to Rewa-Toll Plaza situated at village Jognihai, Tehsil- Raipur Karchuliyan, Dist. Rewa, Madhya Pradesh, vide transfer order dated 11.01.2021, as raised by Theka Mazdoor Sangh, Bhilai letter dated 4.2.2021 is just and legal and devoid of any malafide intentions on the part of the employers? If not, what relief the disputant is entitled and what directions, if any, are necessary in the matter?”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

DATE: 22/05/2024

नई दिल्ली, 5 जून, 2024

का. आ. 1081.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्यवाहक निदेशक, अटल बिहारी वाजपेयी भारतीय सूचना प्रौद्योगिकी एवं प्रबंधन संस्थान (आईआईआईटीएम), ग्वालियर (म.प्र.); निदेशक, मेसर्स रवि सिक्योरिटी प्राइवेट लिमिटेड, सर्वधर्म कोलार रोड, भोपाल (म.प्र.), प्रबंधन के संबद्ध नियोजकों और श्री पल्लव त्रिपाठी, द्वारा - श्रीमती. डॉली सेन, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/25/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.06.2024 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-106-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 5th June, 2024

S. O. 1081.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/25/2022) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Acting Director, Atal Bihari Vajpayee Indian Institute of Information Technology & Management (IIITM), Gwalior (M.P.) ; The Director, M/s Ravi Security Private Limited, Sarvdharam Kolar Road, Bhopal (M.P.), and Shri Pallav Tripathi, Through : Smt. Dolly Sen, Worker**, which was received along with soft copy of the award by the Central Government on 05.06.2024.

[No. L-42025-07-2024-106-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/25/2022

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Pallav Tripathi,

Through : Smt. Dolly Sen,

76, Yamuna Nagar, Darpan Colony,

Thatipur, Gwalior (M.P.) – 474001

Workman

Versus

The Acting Director,

Atal Bihari Vajpayee Indian Institute of Information Technology & Management (IIITM),

Polise Station, Opposite Hazira,

Gwalior (M.P.) – 474001

The Director,

M/s Ravi Security Private Limited,

B-463, "C" Sector, Sarvdharam Kolar Road,

Bhopal (M.P.) – 462030

Management

A W A R D

(Passed on this 16th day of May-2024.)

As per letter dated 16/06/2022 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(1-3)/2022-IR dt. 16/06/2022. The dispute under reference related to :-

" (1) "क्या आवेदिका श्रीमती डोली सेन, ग्वालियर, मैसर्स रवि सिक्योरिटी से लॉकडाउन अवधि (जून, 2020 एवं जुलाई, 2020) का वेतन पाने की हकदार है, यदि हाँ. तो वह किन लाभों के साथ वेतन पाने की हकदार है?"

(2) क्या आवेदिका श्रीमती डोली सेन, ग्वालियर प्रबंधन संस्थान अटल बिहारी बाजपेयी आईआईटीएम, ग्वालियर संस्थान में पुनः सुपरवाइजर के पद पर नौकरी पाने की हकदार है? यदि हाँ, तो वह किन लाभों के साथ नौकरी पाने की हकदार है?" "

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 जून, 2024

का. आ. 1082.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, मेसर्स दौलतराम इंजीनियरिंग सर्विसेज प्राइवेट लिमिटेड, सिमराई, औबेदुल्लागंज, रायसेन (म.प्र.), प्रबंधन के संबद्ध नियोजकों और श्री शैलेन्द्र.के. मालवीय, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/44/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.06.2024 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-107-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 5th June, 2024

S. O. 1082.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/44/2022) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, M/s. Daulatram Engineering Services Private Limited, Simrai, Obedullaganj, Raisen (M.P.), and Shri Shailendra K Malviya, Worker**, which was received along with soft copy of the award by the Central Government on 05.06.2024.

[No. L-42025-07-2024-107-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/44/2022

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Shailendra K Malviya,

Ward Number 15, Satalpur, Mandideep,

Dist. Raisen (M.P.) - 462046

Workman

Versus

The Director,

M/s. Daulatram Engineering Services Private Limited,

Simrai, Obedullaganj,

Dist. Raisen (M.P.) - 462046

Management

A W A R D

(Passed on this 17th day of May-2024.)

As per letter dated 01/09/2022 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(1-12)/2022-IR dt. 01/09/2022. The dispute under reference related to :-

“क्या कर्मकार / आवेदक श्री शैलेन्द्र के मालवीय को मेसर्स दौलतराम इंजीनियरिंग सर्विसेज प्राइवेट लिमिटेड कंपनी द्वारा दिनांक 15.05.2021 को काम से निकाला जाना उचित है? यदि नहीं, तो कर्मकार / आवेदक किस अनुतोप को पाने का हकदार है?”

After registering the case on reference received, notices were sent to the Workman, were returned back with an endorsement that the address was incorrect. There was no other address available, and there was no provision for publication of Notices. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of

time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 जून, 2024

का. आ. 1083.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्यपालक निदेशक, बीएचईएल, भोपाल (म.प्र.), अध्यक्ष, ठेका मजदूर संघ, भोपाल (म.प्र.), प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, ठेका मजदूर संघ, भोपाल (म.प्र.), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/44/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.06.2024 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-108-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 5th June, 2024

S. O. 1083.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/44/2023) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Executive Director, BHEL, Bhopal (M.P.), and The President, Theka Mazdoor Sangh, Bhopal (M.P.)**, which was received along with soft copy of the award by the Central Government on 05.06.2024.

[No. L-42025-07-2024-108-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/44/2023

Present: P.K.Srivastava

H.J.S..(Retd)

The President,

Theka Mazdoor Sangh,

Bhopal (M.P.) - 462026

Workman

Versus

The Executive Director,

BHEL, Bhopal (M.P.)

Management

A W A R D

(Passed on this 22nd day of May-2024.)

As per letter dated 03/07/2023 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number RLC-8(19)2020 dt. 03/07/2023. The dispute under reference related to :-

“ Whether the non payment of wages to the contract worker employed through Societies in BHEL Bhopal for the month of April-2020 during the Covid-19 is justified? If not what relief they are entitled to? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

P. K.SRIVASTAVA, Presiding Officer